

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 21, 2016
6:00 P.M.

INVOCATION: COUNCILMAN LYNN BRYAN
PLEDGE OF ALLEGIANCE: COUNCILWOMAN NETTIE DAVIS

CALL TO ORDER: PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT
TO AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS
JS 4.2 RECOGNITION OF CITY EMPLOYEES
 4.3 PUBLIC RECOGNITIONS
JS 4.4 RESOLUTION OF SUPPORT FOR THE
 NATIONAL PARK SERVICE
JS 4.5 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. **PUBLIC AGENDA**

5.1 **PUBLIC HEARINGS**

5.1.A LOT MOWING OF PROPERTIES

5.1.B DEMOLITION OF PROPERTIES

| | |
|-----------------------|---|
| 1325 Marshall | 106 Clark Place |
| 824 Chester | 1815 Martin Hill |
| 1108 Joyner | 1526 Reed St. |
| 1007 Cleveland (pool) | 929, 930, 932 Lawndale Evergreen Apts., LLC |
| 2290 McCullough | |
| 414 Lakeview | |

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING.)

6. ACTION AGENDA

- DL 6.1 REVIEW/APPROVE FRANCHISE AGREEMENT
 WITH COMCAST OF TUPELO, INC.**

**(NOTE: THIS ITEM WAS TABLED ON APRIL 5; APRIL 19; MAY 3; MAY 17;
AND JUNE 7, 2016. COPY OF AGREEMENT IS ON FILE IN CLERK'S
OFFICE.)**

- DL 6.2 REVIEW/APPROVE RESOLUTION AND AMENDMENT
 TO CAPITAL PLAN COMMITTING \$500,000 IN
 FUNDING FOR CONSTRUCTION OF NEW ANIMAL
 SHELTER**

- BL 6.3 REVIEW/AMEND ORDINANCE ESTABLISHING
 CHAPTER 24, ARTICLE VII OF THE CODE OF
 ORDINANCES REGULATING THE MANAGEMENT
 OF STREETS, TRENCHING, AND RIGHTS-OF-WAY
 OF THE CITY OF TUPELO**

- SH 6.4 REVIEW/APPROVE ACCEPTANCE OF TRANS-
 PORTATION ASSISTANCE PROGRAM GRANT IN
 AMOUNT OF \$850,000 (80/20) MATCH AND
 AUTHORIZE MAYOR TO EXECUTE MOU**

7. ROUTINE AGENDA

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR
 CITY COUNCIL MEETING OF JUNE 7, 2016**
- KH 7.2 REVIEW/APPROVE/REJECT ADVERTISING AND
 PROMOTION EXPENSE**
- 7.3 REVIEW/PAY BILLS**
- KH 7.4 REVIEW/APPROVE FY 2016 BUDGET REVISION #6**
- KH 7.5 REVIEW/APPROVE PROPOSED BUDGET
 CALENDAR FOR FY 2017**

- SH 7.6 REVIEW/APPROVE REQUEST FOR RECOGNITION OF COTTAGES OF AVONLEA HOMEOWNERS ASSOCIATION AS A NEIGHBORHOOD ASSN.
- SH 7.7 REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF JUNE 6, 2016
- SH 7.8 REVIEW/APPROVE REQUEST FROM DEPARTMENT OF DEVELOPMENT SERVICES FOR DEMOLITION OF PROPERTIES
- SH 7.9 REVIEW/APPROVE LISTING OF LOT MOWINGS OF PROPERTIES
- TW 7.10 REVIEW/APPROVE REQUEST TO SURPLUS PROPERTY BY TUPELO FIRE DEPARTMENT
- JT 7.11 REVIEW/APPROVE CHANGE ORDER NO. 1 (FINAL SUMMARY) FOR HWY. 45 SEWER IMPROVEMENTS – PHASE 2- PROJECT

8. STUDY AGENDA

- DL 8.1 REVIEW/DISCUSS AMENDED DANGEROUS ANIMALS ORDINANCE
- DL 8.2 REVIEW/DISCUSS RENEWAL OF CONTRACT FOR TUPELO/ LEE HUMANE SOCIETY
- KH 8.3 REVIEW/DISCUSS RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO HAWKEYE INDUSTRIES
- KH 8.4 REVIEW/DISCUSS RESOLUTIONS GRANTING AD VALOREM TAX EXEMPTION TO LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341; #0011; AND #4201
- KH 8.5 REVIEW/DISCUSS RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO COOPER TIRE & RUBBER COMPANY

9. EXECUTIVE SESSION

10. ADJOURNMENT



City of Tupelo
Office of the Mayor

RESOLUTION OF SUPPORT FOR THE NATIONAL PARK SYSTEM

WHEREAS, America's National Park System is a living testament to our citizens' valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service is celebrating its centennial and currently manages 410 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2015, the National Park System had more than 305 million visits; and

WHEREAS, in 2014, National Park Service estimates indicate that park visitors spent more than \$15 billion at the sites and in the states and local communities adjacent to national parks; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of nearly \$12 billion, which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

NOW, THEREFORE, BE IT RESOLVED that the City of Tupelo, Mississippi strongly encourages Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.

APPROVED AND ADOPTED THIS 21st DAY OF JUNE, 2016.

ATTEST:

Kim Hanna, City Clerk

Jason L. Shelton
Mayor

6.4
Project Number
Project Name
LPA

REPLACEMENT
Memorandum of Understanding

{Project Number (If known)}
{Brief Project Name}
{Location}

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and {Local Public Agency, "LPA"} (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize {funding source} and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to {brief project description}; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$_____ in federal funds ({%} federal match and {%} local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before _____. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the COMMISSION a maximum of \$_____ for preliminary engineering and construction of the PROJECT approved, and \$_____ for non-infrastructure activities is approved, for a total of \$_____ in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION; and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be

Project Number
Project Name
LPA

accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Alternatives (TA) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TA PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Alternatives Project without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the current Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation

Project Number
Project Name
LPA

or regulation will disqualify the LPA from receiving any Transportation Alternatives Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

12. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but

construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

13. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a progress schedule which will report whether the project is on schedule, behind or ahead and the plans for maintaining the planned schedule.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time

upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT; and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no

Project Number
Project Name
LPA

effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
{Chief Official of the LPA}
{LPA Name}
{Address}
{Address}
Phone:
Fax:

For Technical Matters:

COMMISSION:
District LPA Coordinator – District ____
MDOT
{Address}
{Address}
Phone:
Fax:

LPA:
{Title of Project Director}
{LPA Name}
{Address}
{Address}
Phone:

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the

Project Number
Project Name
LPA

COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Project Number
Project Name
LPA

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____

{LPA}

{Chief Official of the LPA}

Attested:

(Appropriate clerk etc)

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

So agreed this the _____ day of _____, 20____
Book _____, Page _____,

1.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, June 7, 2016, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Buddy Palmer, Mike Bryan and Willie Jennings; Ben Logan, City Attorney; and Glenda Muse, Clerk of the Council. Councilwoman Nettie Y. Davis was absent.

The invocation was led by Councilman Lynn Bryan, followed by the Pledge of Allegiance led by Councilman Willie Jennings.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Palmer called the regular meeting to order at 6:00 p.m.

**IN THE MATTER OF CONFIRMATION OR
AMENDMENT TO AGENDA AND AGENDA ORDER**

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously of those present to confirm the agenda and agenda order, as amended:

ADD: #4.2.A Recognition of Challenger Swim Team for
 Participation in Special Olympics
DELETE: #5.2 – Citizen's Hearing – Attorney Kenneth Mayfield

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF CITY EMPLOYEES

No city employees were present for recognition.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by council members:

... President Buddy Palmer commented on a very successful Elvis Festival the past weekend. He had participated in all the events in the absence of Mayor Shelton.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

... Councilman Willie Jennings announced that the “Plant a Seed” Program had kicked off Monday, June 6, 2016, with thirty-two young people starting an eight-week work program with city departments. Councilman Jennings commended Director Cassandra Moore and Contanna Purnell of the Human Resources Department for their assistance in working with this program.

IN THE MATTER OF RECOGNITION OF CHALLENGER SWIM TEAM PARTICIPATION IN STATE SPECIAL OLYMPICS

Leigh Ann Mattox of the Department of Parks and Recreation introduced this year’s Challenger Swim Team who had participated in the State’s Special Olympics event in Biloxi, Mississippi, on May 20 – 22, 2016. Seventeen athletes of the team competed in the games held at the Biloxi Auditorium, winning 11 gold medals, 14 silver medals, 12 bronze metals and 2 fourth-place ribbons. Ms. Mattox stated she was well pleased with the team and that they had represented Tupelo very well. She, also, thanked the many volunteers who offer their services to this special program for the Department.

IN THE MATTER OF MAYOR’S REPORT

Following are excerpts of Mayor Shelton’s report for the meeting:

... Recognized several members of The Villages neighborhood who were present to hear the City Council’s action concerning their request to establish a Neighborhood Association in their community.

... Gave a brief overview of the City’s financial condition. He thanked the Council for being good stewards of the taxpayers’ money over the last three years. With the decisions that the council has made pertaining to the budget, pertaining to paying off of debts, and pertaining to the re-financing of bonds, the results have been of tremendous benefit to the citizens of Tupelo. Since this present Council was elected, the city has an actual reduction of over \$8,000,000 in debt. \$6,000,000 will be issued shortly to continue to pay off the new Police Administrative Headquarters building and other expenses that the City has but after all the projects, i.e. the East Main Project, the Theron Nichols Park Project, the community shelters, everything the City has done over the past three years, debt will be \$2,000,000 less than when this Council began their term. He stated this was phenomenal and gave credit to the financial team of Kim Hanna, Chief Financial Officer, and Lynn Norris, Financial Adviser for the City. Bond refunding in addition to the actual reduction of debt will save the taxpayers over \$2,000,000 in future interest payments to pay off existing debt. In addition, the City has been able to put about \$5,000,000 in the capital fund, enabling the City to pay for large capital projects.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

(President Palmer then closed the regular meeting and opened the Public Agenda.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A LOT MOWINGS OF PROPERTIES

(No one appeared to address this matter.)

(President Palmer then closed the Public Agenda and the council returned to regular session.)

6. ACTION AGENDA

IN THE MATTER OF REVIEW/APPROVE FRANCHISE AGREEMENT WITH COMCAST OF TUPELO, INC.

This matter had been tabled on April 5, 2016; April 19, 2016; May 3, 2016; and May 17, 2016. Upon a motion by Councilman L. Bryan, seconded by Councilman Beard, the council voted unanimously of those present to leave the issue on the table.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION AUTHORIZING AND DIRECTING ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A OF THE CITY OF TUPELO, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to approve the following Resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$10,500,000)(THE "BONDS") TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS AND (A)(1) THE REFINANCE, PREPAYMENT AND CURRENT REFUNDING OF A PORTION OF THE CITY'S OUTSTANDING URBAN RENEWAL REVENUE BOND, SERIES 2005, DATED DECEMBER 29, 2005 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,000,000; AND THE CURRENT REFUNDING OF A PORTION OF THE OUTSTANDING MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

OBLIGATION BONDS, SERIES 2005 (TUPELO, MISSISSIPPI URBAN RENEWAL PROJECT), DATED DECEMBER 29, 2005 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,000,000; (2) THE REFINANCE, PREPAYMENT AND CURRENT REFUNDING OF A PORTION OF THE CITY'S OUTSTANDING \$10,000,000 PROMISSORY NOTE (TUPELO, MISSISSIPPI CONVENTION CENTER REFUNDING PROJECT), DATED JUNE 6, 2007; AND THE SUBSEQUENT CURRENT REFUNDING OF A PORTION OF THE OUTSTANDING MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2007 (TUPELO, MISSISSIPPI CONVENTION CENTER REFUNDING PROJECT); DATED JUNE 6, 2007 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10,600,000; (3) THE REFINANCE, PREPAYMENT AND CURRENT REFUNDING OF A PORTION OF THE CITY'S OUTSTANDING \$3,100,000 PROMISSORY NOTE (TUPELO, MISSISSIPPI CAPITAL IMPROVEMENT PROJECT), DATED JULY 25, 2007; AND THE SUBSEQUENT CURRENT REFUNDING OF A PORTION OF THE OUTSTANDING MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2007 (TUPELO, MISSISSIPPI CAPITAL IMPROVEMENT PROJECT), DATED JULY 25, 2007 ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,000,000; (B) PAYING THE COSTS OF ISSUANCE IN CONNECTION THEREWITH; AND (C) PRESCRIBING THE FORM AND DETAILS OF THE BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF THE BONDS; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH THE BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS, APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE BONDS; APPROVING THE FORM OF AND THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; DIRECTING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE BONDS; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH THE BONDS; AND FOR RELATED PURPOSES.

The Council had been given a full explanation of this Resolution at a prior work session. A copy of the executed document is attached hereto and made a part of these minutes as **APPENDIX A.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

IN THE MATTER OF REVIEW/ADOPT AMENDMENT TO ORDINANCE
PRESCRIBING AND FIXING RATES AND CHARGES FOR WATER
FURNISHED TO CONSUMERS AND FOR USE OF PUBLIC SANITARY
SEWER SYSTEM

Councilman L. Bryan moved to adopt an Ordinance Amending Water and Sewer Rates as Revised June 7, 2016, Providing for a 5% Increase Effective July 7, 2016; and a 4.8% Increase Effective October 7, 2016. The motion was seconded by Councilman Whittington and unanimously approved by a vote of council members present.

Johnny Timmons, Manager of the Tupelo Water and Light Department, advised by memorandum dated June 1, 2016, that the Department has not enacted a rate increase since August 5, 2006. Since that time, the region has experienced above average rainfall which directly affects water sales and the steady increase of operating and maintenance expenses due to the volatility of raw materials and rising fuel costs. A rate analysis was recently conducted which indicates that a 9.8% increase of water and sewer rates is needed to adequately maintain and improve its system for the citizens of Tupelo.

Upon a previous discussion among City Council members, the decision was made to effect the 9.8% rate increase on the two dates indicated in the ordinance as a convenience to customers. A copy of the executed ordinance is attached hereto as **APPENDIX B.**

7. ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE MINUTES OF THE REGULAR
CITY COUNCIL MEETING OF MAY 17, 2016

Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously of those present to approve the minutes of the regular city council meeting of Tuesday, May 17, 2016.

IN THE MATTER OF REVIEW/APPROVE/REJECT ADVERTISING AND
PROMOTION EXPENSE

Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously of those present to approve a list of expenditures for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo. The list had been submitted to Kim Hanna, Chief Financial Officer, and items are included in the operating budget of the City of Tupelo. A copy of this listing is attached to these minutes as **APPENDIX C.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

IN THE MATTER OF REVIEW/PAY BILLS

Upon a motion by Councilman M. Bryan and a second by Councilman Beard, the council voted unanimously of those present to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by Council Members Whittington, L. Bryan, Beard, Palmer and M. Bryan:

Check Nos. 325689 through 326214 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One
Plan as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE DISBURSEMENT REQUEST NO. 8
(SCHNEIDER ELECTRIC)

In accordance with the terms of the Escrow and Account Control Agreement dated October 22, 2015, by and among the Lessor (Banc of America Public Capital Corporation), the City of Tupelo, Mississippi, Lessee, and Bank of America, National Association, Escrow Agent, Kim Hanna, Chief Financial Officer of the City, had submitted Disbursement Request No. 8 to the City Council for approval for payment.

Upon a motion by Councilman Beard, seconded by Councilman L. Bryan, the council voted unanimously of those present to approve Disbursement Request No. 8, requesting the Escrow Agent, Banc of America Public Capital Corporation, to pay Invoice Number Application No. 7 in the amount of \$589,854.63 to Schneider Electric Buildings America, Inc. to cover construction contract. A copy of Disbursement Request No. 8 is attached to these minutes and made a part hereof as **APPENDIX D.**

IN THE MATTER OF REVIEW/APPROVE JUSTICE ASSISTANCE GRANT
RESOLUTION

Terri Blissard, Grant Administrator, had submitted under memorandum dated May 26, 2016, a Justice Assistance Grant Resolution, together with a Memorandum of Understanding, permitting the City of Tupelo to participate as a co-applicant, along with Lee County, in the submission of an application for a Justice Assistance Grant (JAG) in the amount of \$15,496. This grant requires no match and is offered by the Department of Justice's Bureau of Justice Assistance in order to provide law enforcement agencies with funds for programs, equipment and supplies. This year the JAG allocation has been designated jointly for the City of Tupelo and Lee County. In order to receive funds, the two agencies must apply for the grant together in a single application and include a memorandum of understanding confirming the division of funds and naming an

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

administrative agency. Tupelo Police Chief Bart Aguirre and Lee County Sheriff Jim Johnson have agreed to divide the money evenly, and the City of Tupelo will administer the grant.

Upon a motion by Councilman M. Bryan, seconded by Councilman Jennings, the council voted unanimously of those present to approve a Resolution of Authorization to Submit Application for 2016 Justice Assistance Grant setting forth terms as outlined above between the City of Tupelo and Lee County. A copy of the Resolution is attached to these minutes as **APPENDIX E.**

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously of those present to approve a Memorandum of Understanding between the City of Tupelo, Mississippi, and Lee County, Mississippi, confirming the division of grant funds and naming an administrative agency. A copy of this MOU is attached to these minutes as **APPENDIX F.**

IN THE MATTER OF REVIEW/APPROVE HOMELAND SECURITY GRANT AGREEMENT

Terri Blissard, Grant Administrator, had submitted to Mayor Shelton and the Tupelo City Council a pass-through grant agreement for funding to be applied toward statewide Homeland Security training coordinator services. The Mississippi Office of Homeland Security has allocated \$80,000 in grant funding for Statewide Training Coordinator William Grantham, Jr.'s salary and expenses from July 1, 2016, through June 30, 2017. According to Ms. Blissard memorandum, Mr. Grantham has worked with our region for several years, and this pass-through funding is essentially a continuation of previous years grants.

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously of those present to approve this Homeland Security Grant Agreement, a copy being attached to these minutes as **APPENDIX G.**

IN THE MATTER OF REVIEW/APPROVE HOMELAND SECURITY TRAINING COORDINATOR CONTRACT

In connection with the preceding agenda item, upon a motion by Councilman Beard, seconded by Councilman L. Bryan, the council voted unanimously of those present to approve a contract with Mississippi Homeland Security Task Force Statewide Training Coordinator William Grantham, Jr. The contract is for Mr. Grantham's salary and expenses for a one-year period beginning July 1, 2016. The scope of work remains the same as in previous years.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

According to memorandum dated May 24, 2016, from Terri Blissard, Grant Administrator, funding for the contract comes from Homeland Security Grant 15HS366T. There is no cost to the City. A copy of the contract is attached to these minutes and incorporated herein as **APPENDIX H.**

**IN THE MATTER OF REVIEW/APPROVE MEMORANDUM OF AGREEMENT
BETWEEN MISSISSIPPI BUREAU OF NARCOTICS AND THE MISSISSIPPI
GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA AND THE
TUPELO POLICE DEPARTMENT**

Upon a motion by Councilman M. Bryan and a second by Councilman Jennings, the council voted unanimously of those present to approve a Memorandum of Agreement between the Mississippi Bureau of Narcotics and the Mississippi Gulf Coast High Intensity Drug Trafficking Area and the Tupelo Police Department.

The Mississippi Bureau of Narcotics is the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area program, and all requests for payments and budget reprogramming must pass through this fiscal agent. Under the terms of this Memorandum of Agreement, effective January 1, 2016 through December 31, 2016, the three agencies mentioned above agree to the disbursement of High Intensity Drug Trafficking Area funds in the amount of \$25,948.00 to the Tupelo Police Department, said funds granted under Federal Grant No. G16-GC0003A. An executed copy of this Memorandum of Agreement setting forth all conditions and requirements for receipt of grant funds is attached to these minutes and incorporated herein as **APPENDIX I.**

**IN THE MATTER OF REVIEW/APPROVE SUPPLEMENTAL AGREEMENT
TO THE INITIAL AGREEMENT WITH MISSISSIPPI TRANSPORTATION
COMMISSION FOR TUPELO AIRPORT AUTHORITY MULTIMODAL
GRANT**

Upon a motion by L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously of those present to approve Supplemental Agreement No. 1, revising the initial Agreement between the City of Tupelo, Mississippi, Tupelo Airport Authority and the Mississippi Transportation Commission, said Agreement having previously authorized the project by execution of Grant Agreement for Airport Multimodal Project No. MM-0070-1015. Section 2B of the Grant Agreement is amended as follows: " Carry out and complete the project by September 30, 2016, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the Commission." An executed copy of Supplemental Agreement No. 1 is attached to these minutes as **APPENDIX J.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

**IN THE MATTER OF REVIEW/APPROVE APPOINTMENT TO TUPELO
CONVENTION AND VISITORS BUREAU**

Mayor Shelton had submitted his recommendation that Ms. Cheryl Foster be appointed to the Tupelo Convention & Visitors Bureau Board as a representative for the Tupelo Inn Keepers Association. Upon a motion by Councilman Whittington and a second by Councilman Jennings, the council voted unanimously of those present to approve this request and appoint Ms. Foster to serve on this Board. A copy of her bio is attached hereto as **APPENDIX K.**

**IN THE MATTER OF REVIEW/APPROVE AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH JBHM ARCHITECTS FOR
VIETNAM REPLICA FOR VETERANS PARK PROJECT**

Upon a motion by Councilman Jennings, seconded by Councilman Beard, the council voted unanimously of those present to approve an Amendment to the Professional Services Agreement previously executed between the City of Tupelo and JBHM Architects, P. A., for the Vietnam Wall Replica for Veterans Park project. Under this amendment, authorization is requested to proceed with additional services and to incur additional reimbursable expenses. An executed copy of this Amendment is attached to these minutes as **APPENDIX L.**

**IN THE MATTER OF REVIEW/RATIFY CONTRACT BETWEEN TUPELO
CONVENTION & VISITORS BUREAU AND KNIGHT SIGN INDUSTRIES FOR
WAYFINDING SIGN PROJECT**

At the regular City Council meeting of May 17, 2016, the City Council awarded the bid for the Wayfinding Signage & Installation Improvements Project for the Tupelo Convention & Visitors Bureau to Knight Sign Industries, Inc. as the lowest and best bid in the total bid amount of \$397,645.90. The contract between the City of Tupelo and Knight Sign Industries, Inc. is now before the City Council for ratification.

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to ratify this contract between the City of Tupelo, Mississippi, and Knight Sign Industries, Inc., for the construction of Wayfinding Signage and Installation Improvements project for the Tupelo Convention & Visitors Bureau. An executed copy of this contract is attached to these minutes and incorporated herein as **APPENDIX M.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWINGS OF PROPERTIES

Councilman L. Bryan moved to approve a listing of lot mowings submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Beard and unanimously passed by a vote of those present and voting. A public hearing had been held earlier in this council meeting with no one appearing to address any of the listed properties. A copy of this listing is attached to these minutes as **APPENDIX N.**

IN THE MATTER OF REVIEW/APPROVE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN CITY OF TUPELO AND SCHAUS, LLC

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously of those present to approve a Contract for Professional Services #31416 between the City of Tupelo, Mississippi, and Schaus, LLC. The intent of this contract is to assist Tupelo with an Emergency Preparedness Plan including a FEMA Debris Plan and the New Office of Management and Budget Super Circular Guidelines. This is a non-Federally funded project solely funded by the City of Tupelo. The period of services under this contract shall be for two years beginning April 1, 2016 and ending March 31, 2018. The project shall not exceed \$18,900.00 (excluding expenses) without approval of the City of Tupelo. An executed copy of the contract is attached to these minutes and incorporated herein as **APPENDIX O.**

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TUPELO COLISEUM COMMISSION

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously of those present to accept the minutes of the Tupelo Coliseum Commission meeting of Tuesday, April 26, 2016, a copy being attached hereto as **APPENDIX P.**

IN THE MATTER OF REVIEW/APPROVE RESOLUTION AMENDING PERSONNEL POLICY SECTION 325: CONTINUED PAY OF LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS IN THE LINE OF DUTY

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to approve a Resolution Amending Personnel Policy Section 325: Continued Pay of Law Enforcement Officers and Firefighters in the Line of Duty. The City of Tupelo adopted this policy on January 6,

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

2015, pursuant to Miss. Code Annotated, Sec. 17-25-35 (1972 as amended). The appeal provisions set out in the policy, however, are found to be in violation of the separation of powers functions set forth in Miss. Code Annotated, Sec. 21-8-1, et seq. (1972 as amended.) and, therefore, it is necessary to amend the same. A copy of the Resolution is attached to these minutes and made a part hereof as **APPENDIX Q.**

IN THE MATTER OF REVIEW/APPROVE REQUEST FROM THE VILLAGES TO FORM NEIGHBORHOOD ASSOCIATION

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously of those present to approve a request from The Villages to form a Neighborhood Association. This request had been submitted by residents of that area to the Mayor and City Council by letter dated June 2, 2016. Mayor Shelton commended this group by being pro-active in their endeavor, stating this was in line with the neighborhood- by- neighborhood approach to revitalization and continued beautification of our City. He, also, pointed out that their letter included a request for \$3,000.00 in grant funds that the City of Tupelo makes available to neighborhood associations for such projects and had included descriptions of two projects they had prioritized to begin their work. A copy of the request from The Villages is attached to these minutes and made a part hereof as **APPENDIX R.**

8. STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS AMENDED DANGEROUS ANIMALS ORDINANCE

At the request of the council, this item will remain on the Study Agenda.

IN THE MATTER OF REVIEW/DISCUSS RENEWAL OF CONTRACT FOR TUPELO LEE HUMANE SOCIETY

At the request of the council, this item will remain on the Study Agenda.

IN THE MATTER OF REVIEW/DISCUSS RESOLUTION AND AMENDMENT TO CAPITAL PLAN COMMITTING \$500,000 IN FUNDING FOR CONSTRUCTION OF NEW ANIMAL SHELTER

At the request of the council, this item will be moved to the next council meeting.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 7, 2016

9. EXECUTIVE SESSION

City Attorney Ben Logan stated there was no need for an executive session at this time, but added the following comments: "We could in response to, I guess, an article in the paper today and maybe some television coverage of a suit that has been filed against us. That is currently an EEOC matter which we have responded to and worked on a good bit in the last year 2015. We had a five-page Position Statement, over fourteen (14) cumulative exhibits, over 200 documents that were attached to our response but because of the nature of the EEOC proceeding and employees that are involved in those allegations, it is a confidential and privileged type matter and the lawsuit that was filed in Federal Court has not been served upon us. The EEOC has not given a "right to sue" letter or taken the matter up and made any sort of decision on it. The plaintiff certainly has a right to file suit and ask for a "letter to sue" letter but the city will have defenses to that when it is properly before us and I would hope that our policy would be that we do not try cases in the newspaper or on television or social media. We will take care of that in the courtroom and I will provide any of you our Position Statement before the EEOC."

Upon a motion by Councilman L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously of those present that the above comments by Attorney Logan be made a permanent record of the city by inclusion in these minutes.

10. ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously of those present to adjourn the regular meeting at 6:45 p.m.

ATTEST:

PRESIDENT

CLERK OF THE COUNCIL

APPROVED:

MAYOR

1.2

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: June 21, 2016
Re: Review/Approve/Reject Advertising and Promotion Expense

The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

Out Reach Ministries, Bishop Parks-\$100 (Full Page ad in the Outreach Ministries Guide)

Tupelo High School Cheer Booster-\$300 (Tupelo Football Program Ad)

The proposed expenditures are included in the operating budget of the City of Tupelo.

#7.4

City of Tupelo
Fy 2016 Budget Revision #6

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2016 Budget as follows:

| | Original Budget | Amendment | Amended Budget |
|------------------------------------|--------------------|---------------|-------------------|
| General Fund Revenues | | | |
| Local Taxes | 6,894,868 | | 6,894,868 |
| Licenses & Permits | 986,984 | | 986,984 |
| Intergovernmental Revenues | 23,701,070 | 60,000 | 23,761,070 |
| Charges for Services | 742,000 | | 742,000 |
| Fines & Forfeits | 1,300,000 | | 1,300,000 |
| Interest Income & Misc. Revenues | 397,667 | 5,000 | 402,667 |
| Other Financing Resources | 81,550 | | 81,550 |
| Unreserved Fund Balance | 2,432,464 | - | 2,432,464 |
| Total General Fund Revenues | 36,536,603 | 65,000 | 36,601,603 |

Purpose: To budget for the Homeland Security Grant for Statewide Trainer Coordinator.
To accept a donation of \$5,000 from Walmart for Fire Department Expenditures

Expenditures:

City Council

| | | | |
|---------------------------|----------------|----------|----------------|
| Personnel | 242,269 | | 242,269 |
| Supplies | 5,000 | | 5,000 |
| Other Services & Charges | 213,150 | | 213,150 |
| Capital | - | - | - |
| Total City Council | 460,419 | - | 460,419 |

Purpose:

Executive Dept.

| | | | |
|------------------------------|----------------|----------|----------------|
| Personnel | 615,183 | | 615,183 |
| Supplies | 26,100 | (686) | 25,414 |
| Other Services & Charges | 329,850 | | 329,850 |
| Capital | 1,500 | 686 | 2,186 |
| Total Executive Dept. | 972,633 | - | 972,633 |

Purpose: To transfer funds to cover the cost of computer equipment needed,

City Court

| | | | |
|--------------------------|----------------|----------|----------------|
| Personnel | 670,562 | | 670,562 |
| Supplies | 21,200 | | 21,200 |
| Other Services & Charges | 111,084 | | 111,084 |
| Capital | 2,500 | - | 2,500 |
| Total City Court | 805,346 | - | 805,346 |

Purpose:

| | Original Budget | Amendment | Amended Budget |
|---------------------------------------|--------------------|-----------|-------------------|
| <u>Budget & Accounting</u> | | | |
| Personnel | 739,923 | | 739,923 |
| Supplies | 17,675 | | 17,675 |
| Other Services & Charges | 327,316 | | 327,316 |
| Capital | 96,350 | - | 96,350 |
| Total Budget & Accounting | 1,181,264 | - | 1,181,264 |

Purpose:

| | | | |
|-------------------------------|----------------|----------|----------------|
| <u>Personnel Dept.</u> | | | |
| Personnel | 249,253 | | 249,253 |
| Supplies | 4,600 | | 4,600 |
| Other Services & Charges | 30,944 | | 30,944 |
| Capital | - | - | - |
| Total Personnel Dept. | 284,797 | - | 284,797 |

Purpose:

| | | | |
|------------------------------------|------------------|----------|------------------|
| <u>Development Services</u> | | | |
| Personnel | 1,265,095 | | 1,265,095 |
| Supplies | 41,000 | (791) | 40,209 |
| Other Services & Charges | 65,591 | | 65,591 |
| Capital | 2,000 | 791 | 2,791 |
| Total Development Services | 1,373,686 | - | 1,373,686 |

Purpose: To transfer funds to cover additional computer equipment needed.

| | | | |
|---------------------------|------------------|----------|------------------|
| <u>Police Dept</u> | | | |
| Personnel | 7,398,271 | | 7,398,271 |
| Supplies | 705,337 | | 705,337 |
| Other Services & Charges | 1,616,173 | | 1,616,173 |
| Capital | 156,562 | - | 156,562 |
| Total Police Dept. | 9,876,343 | - | 9,876,343 |

Purpose:

| | | | |
|--------------------------|------------------|---------------|------------------|
| <u>Fire Dept</u> | | | |
| Personnel | 5,348,237 | | 5,348,237 |
| Supplies | 249,737 | | 249,737 |
| Other Services & Charges | 295,866 | 60,000 | 355,866 |
| Capital | - | 5,000 | 5,000 |
| Total Fire Dept. | 5,893,840 | 65,000 | 5,958,840 |

Purpose: To increase the original budget for the purchase of capital with donated funds from Walmart.
To add the grant expenses for the Homeland Security Grant Coordinator.

| | Original Budget | Amendment | Amended Budget |
|--|--------------------|---------------|-------------------|
| <u>Public Works</u> | | | |
| Personnel | 2,985,351 | | 2,985,351 |
| Supplies | 434,850 | | 434,850 |
| Other Services & Charges | 2,026,276 | | 2,026,276 |
| Capital | 15,000 | - | 15,000 |
| Total Public Works | 5,461,477 | - | 5,461,477 |
| Purpose: | | | |
| <u>Parks & Recreation</u> | | | |
| Personnel | 1,637,907 | | 1,637,907 |
| Supplies | 418,000 | | 418,000 |
| Other Services & Charges | 926,654 | | 926,654 |
| Capital | 50,065 | - | 50,065 |
| Total Parks & Rec | 3,032,626 | - | 3,032,626 |
| Purpose: | | | |
| <u>Aquatics Facility</u> | | | |
| Personnel | 389,605 | | 389,605 |
| Supplies | 121,000 | | 121,000 |
| Other Services & Charges | 332,500 | | 332,500 |
| Capital | 5,000 | - | 5,000 |
| Total Aquatics Facility | 848,105 | - | 848,105 |
| Purpose: | | | |
| <u>Museum</u> | | | |
| Personnel | 111,644 | | 111,644 |
| Supplies | 11,000 | | 11,000 |
| Other Services & Charges | 39,850 | | 39,850 |
| Capital | - | - | - |
| Total Museum | 162,494 | - | 162,494 |
| Purpose: | | | |
| Community Services | 993,106 | - | 993,106 |
| Purpose: | | | |
| Debt Service | 259,650 | - | 259,650 |
| Other Financing Uses | 4,930,817 | - | 4,930,817 |
| Total General Fund Expenditures | 36,536,603 | 65,000 | 36,601,603 |

Voting

| | |
|-------------------------------|-------|
| Councilman Mike Bryan | _____ |
| Councilman Markel Whittington | _____ |
| Councilman Lynn Bryan | _____ |
| Councilman Travis Beard | _____ |
| Councilman Nettie Davis | _____ |
| Councilman Buddy Palmer | _____ |
| Councilman Willie Jennings | _____ |

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

1.5

PROPOSED BUDGET CALENDAR FY 2017

| <u>Date</u> | <u>Process</u> |
|-------------------|---|
| June | Distribute departmental request forms and notification of due date |
| June 24 | Deadline for return of department request to the Finance Department |
| July | Revenue Projection (Section 21-35-5) |
| July 19 & 26 | Publish notice twice for Public Hearing on Budget |
| August 2 | Hold Public Hearing on Budget (Section 21-35-5) |
| August 1 - 31 | Hold Budget Planning Sessions (To be determined by the Council) |
| August 1 - 5 | Review anticipated Tax Levy to determine whether public notice is required for any levy |
| August 12 & 19 | Publish notice of Public Hearing on Tax Levy for two weeks prior to adoption of the budget |
| September 6 | Hold Public Hearing on Tax Levy (Section 27-39-203) |
| September 6 | Adopt Lee County Tax Assessment Rolls (No later than 9/15/2016) (Section 21-33-45) |
| September 13 | Set Tax Levy necessary to support adopted budget (No later than 9/15/2016) (Section 21-33-45) |
| September 13 | Adopt Budget (No later than 9/15/2016) (Code Section 21-35-9) |
| September 13 | Deliver Tax Levy to Lee County Tax Assessor (No later than 9/15/2016) (Code Section 21-33-45) |
| September 13 | Deliver Tax Levy to State Department of Audit (No later than 9/15/2016) (Code Section 21-33-45) |
| September 20 | Resolution of Fireman Fund for FY 2017 |
| September 16 – 26 | Give Public Notice of availability of budget for inspection by 9/30/2016 |
| September 16 - 26 | Publish adopted budget (Code Section 21-35-5) |
| October 4 | Approve Municipal Compliance Questionnaire (State Department of Audit) |

7.6

Memo

To: Mayor and City Council

From: Patrick Falkner

Subject: Routine agenda: Request for recognition as neighborhood association

Date: June 9, 2016

Attached is a request from the Cottages of Avonlea Homeowners Association for recognition as a neighborhood association.

Attn: Buddy Palmer

Tupelo City Council

Please recognize the Cottages of Avonlea HOA as a subdivision in

Tupelo. We are single family owned and lived in homes.
This is an over 55 subdivision.

Thank You

Morgan Ballard Shelton

President of Cottages of Avonlea HOA

850-572-0322

7.7

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine agenda: Minutes of June 6, 2016 Planning Committee Meeting
Date: June 9, 2016

Attached are the minutes from the Planning Committee meeting of June 6.

VAR16-02 Application for a Variance and a Compatible Use from Mr. Ben Albarracin on behalf of Lamar Advertising to relocate a non-conforming billboard from a rooftop at 618 North Gloster.

Withdrawn by applicant

FLEX 16-02 Flexibility Zoning Review from Mr. Jeff Michael to allow his building at 2801 South Gloster Street to allow replacement of a non-conforming use, wholesale distribution facility.

Approved

VAR 16-03 Application for a Variance from Mr. Cliff Weeks to build an addition to his business at 205 North Veterans at the current flood elevation of the existing building (264.8 feet) instead of the required two feet above the base flood elevation (266.5).

Approved

TUPELO PLANNING COMMITTEE

June 6, 2016

CALL TO ORDER

Vice Chairman William Smith called the meeting to order, provided the invocation and led the Pledge of Allegiance. Members present were Ms. Doris Jean Pittman, Mr. Rud Robison, Mr. Bill Smith, Mr. Gus Hildenbrand, and Mrs Patti Thompson. Staff present were Pat Falkner and Marilyn Vail.

REVIEW OF FEBRUARY MINUTES

The minutes were approved with a correction, on a motion by Mr. Robison and a second by Mr. Hildenbrand.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the minutes from the February meeting had been approved by the City Council and that the plans for the subdivision approved at that meeting were in review.

NEW BUSINESS

VAR16-02 Application for a Variance and a Compatible Use from Mr. Ben Albarracin on behalf of Lamar Advertising to relocate a non-conforming billboard from a rooftop at 618 North Gloster to a location adjacent to the building that will be closer than one hundred feet to an existing ground sign and fifteen feet off the front property line instead of the required thirty feet from the front property line.

Mr. Albarracin and Chris Richburg spoke on behalf of Lamar Advertising. Mr. Richburg presented the company's intent to remove the existing billboard located on the roof of the building at 618 North Gloster, and to replace it with a ground mounted sign just south of the building. The new sign would have a digital screen facing south and a standard type billboard facing north. The sign would be angled about 35° toward Gloster Street. The location of the new sign would require variance of the setback standard and the separation distance standard. He stated that the company would also be removing two other standard billboards, one located near the JR's property on North Gloster and one on Robert E. Lee drive.

Mr. Robison asked if both sides of the billboard would be illuminated.

Mr. Richburg answered that the south side would be internally illuminated and the north side would have external lighting as does the existing sign. He presented an aerial photograph showing the projected lighting levels as measured at the property lines, noting that these impacts would be within the standards required by the city's code.

Mr. Robison asked if the north face would be angled toward the street also.

Mr. Richburg explained that the billboard would be 'V-shaped' with the north side perpendicular to the street.

Mr. Smith asked how much light does the current billboard generate.

Mr. Richburg answered that he did not know. He stated that he was having to learn about measurements of light for this request. He also said that there were trees between the sign and the residences to the east.

Audience members said that the trees were deciduous and did not provide a light barrier in the winter.

Mr. Robison stated that he had not realized from the initial application that the north side would be illuminated as well as the south side. Mr. Albarracin said that since this was not being changed it had not been mentioned in the application.

Mr. Robison asked where the sign could be placed if the variances were not approved. Mr. Falkner said that the sign could not be placed on the property without variance of the separation distance standard.

Mr. Robison asked about the size of the new billboard. Mr. Richburg said that it would be approximately 11 feet by 23. The digital face would be slightly smaller than the current sign and the other side would be the same size.

Mr. Smith opened the floor for comments from the public.

Chris Whitehead of 639 Highland Circle asked if the existing sign was nonconforming under the sign code. Mr. Falkner answered that it was.

Mr. Whitehead asked how long it had been there. Mr. Falkner answered that he did not know.

Mr. Whitehead asked why the company was changing the sign. Mr. Albarracin stated that the city would like for signs on roofs to be removed, and that the building owner also wanted the sign off the roof.

Mr. Jim Newman of 701 Highland Circle spoke, noting that his home was right behind the sign. He said that the Highland Circle district had been recognized as a historic district since 2006, and that the proposed digital sign would negatively affect the historic quality. In winter, the trees provide little barrier from the light and noise of Gloster Street. The present sign sheds light on his property and those of his neighbors. Mr. Newman further stated that the Gloster/Jackson intersection is dangerous and would become more dangerous with a digital sign to distract drivers. He said that he did not believe that there would be no impact from the light and that the committee should not approve any action that would negatively affect the neighborhood.

Ms. Beth Whitaker, owner of the building at 720 Jackson Street, said that she felt the sign would negatively affect her tenants in that property. She noted that the downtown neighborhoods were an important part of the city's development plan, and that the proposed sign would be in the wrong direction. Ms. Whitaker also stated that some of the applicant's information was vague, and that she would like to know the measurement of the intensity of light produced by the sign.

Mr. Albarracin asked for the floor and stated that in view of the opposition to the request, the application would be withdrawn.

Mr. Whitehead asked for clarification on how non-conforming signs were handled. Mr. Falkner explained that they were allowed to continue to be used, unless they were substantially modified or damaged to more than 50% of their value, in which case they would not be allowed to be replaced except through approval by the Planning Committee.

FLEX 16-02 Request for a Flexible Use Review from Mr. Jeff Michael to allow his building at 2801 South Gloster Street to be used for a changed non-conforming use, wholesale distribution facility.

Ms. Lynn McGrath, of Crye-Leike Realtors, 1289 North Gloster, appeared as representative for the project. She said that she was the realtor for the business that was wanting to lease the building for a distribution business.

Mr. Falkner explained that the company was already using the building for storage purposes, which is a non-conforming use.

Mrs. Pittman asked what products the company handled. Ms. McGrath said that it was furniture assemblies. No manufacturing would take place in the facility, only warehousing and shipping.

There were no comments from the public.

Mrs. Thompson made a motion to approve the application, seconded by Mrs. Pittman, with all voting for the motion.

VAR 16-03 Application for a Variance from Mr. Cliff Weeks to build an addition to his business at 205 North Veterans at the current flood elevation of the existing building (264.8 feet) instead of the required two feet above the base flood elevation (266.5).

The applicant, Cliff Weeks of Cliff's Car Care, 205 North Veterans Drive, stated that his business was growing and he needed more space. On asking about a permit, he found that the current flood ordinance would require a new building to be two feet above the flood elevation. He said that his existing building was .03 feet above that elevation and that he had never experienced any flooding there. The electrical system is all at waist height or higher. Building a new building two feet higher would require a ramp or steps between the current building and the new one.

Mrs. Thompson asked where the expansion would be located. Mr. Weeks explained that he had not decided yet, but it may be oriented east-west with a door on the north side.

Mr. Hildenbrand asked if the intent was for the buildings to be connected. Mr. Weeks said that it was.

Mr. Robison asked about the language of the flood management ordinance for flood proofing. Mr. Falkner explained that flood proofing the building would be an alternative to meeting the elevation requirement, but that typically that was a more expensive option.

There were no public comments.

Mr. Hildenbrand moved to approve the application. Mrs. Pittman seconded with the motion passing unanimously.

Mr. Falkner reported that there would be at least one item on the agenda for July, but that since the regular meeting date falls on July 4, a different date would be needed. Mr. Smith suggested July 7 which was approved by the Committee. The work session was scheduled for June 27.

Mrs. Thompson made a motion to adjourn, seconded by Mr. Robison, with all voting in favor.

7.8



Memorandum

Debra Byrd, Code Enforcement Manager

Date:

To: Pat Falkner
Shane Hooper

Subject: Demolition for Council Meeting June 21, 2016

I have listed below and attached a copy of the Public Hearing Notices and Exhibit A evidence which I would like for the City Council to consider for demolition on June 21, 2016, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find these properties to be a hazard and award permission for the Public Works Department of the City of Tupelo or the lowest and best bidder to demolish the structure and invoice the owner and place a lien on the properties if the owner does not pay for the demolition. One case, 1007 Cleveland, will be for demolition of the swimming pool only.

A copy of each entire case file including all pictures will be made available for the Council Agenda Review. I will attend the Agenda Review to answer any questions.

Thanks,
Debra

| <u>REF</u> | <u>PARCEL</u> | <u>LOCATION</u> | <u>OWNERS NAME</u> |
|------------|----------------|-------------------------------|---------------------|
| 17635 | 077H-25-065-00 | 1325 MARSHALL | KEVIN BOUTIN |
| 12958 | 077H-25-048-00 | 824 CHESTER | KEVIN BOUTIN |
| 17636 | 077H-25-004-00 | 1108 JOYNER | KEVIN BOUTIN |
| 17634 | 101H-01-101-00 | 1007 CLEVELAND (POOL ONLY) | SHIRLEY BOWENS |
| 17694 | 075T-15-009-02 | 2290 McCULLOUGH | CRYSTAL YOUNG |
| 17697 | 101B-02-132-00 | 414 LAKEVIEW | PANNELL ESTATE |
| 17157 | 089J-31-278-03 | 106 CLARK PLACE | FRANK AGNEW |
| 12470 | 088Q-34-008-00 | 1815 MARTIN HILL | MELVIN SEARCY |
| 17467 | 077Q-36-118-00 | 1526 REED ST. | BONNIE DILL |
| 16756 | 101C-01-005-00 | 928, 930, 932 LAWDALE | EVERGREEN APTS, LLC |

cc: G. Muse, Clerk of the Council

LOT MOWING FOR PUBLIC HEARING

JUNE 21, 2016

| | PARCEL | LOCATION | OWNER NAME | OWNER ADDRESS 1 | OWNER ADDRESS 2 |
|-------|-------------|-----------------------|---------------------------------|-------------------------|------------------------|
| 18141 | 089K3109600 | 442 N SPRING ST A & B | GREEN STREET LLC | P O BOX 1386 | RAYMOND, MS 39154-1386 |
| 18149 | 089K3108400 | 437 N SPRING ST | WHITFIELD LAWRENCE & SOFIA | 3603 MERRIOTT DRIVE | ROCKFORD, IL 61101 |
| 18150 | 089K3108300 | 439 N SPRING ST | GRAYSON DARRELL F & VINCENT B | 1006 N MADISON | TUPELO, MS 38804 |
| 18154 | 089K3109600 | 438 N SPRING ST | GREEN STREET LLC | P O BOX 1386 | RAYMOND, MS 39154-1386 |
| 18155 | 077P3509900 | 216 NANNEY DR | TUDOR RICHARD H & MARY A | 148 DOGWOOD HILLS CIR | TUPELO, MS 38801 |
| 18156 | 106D1303000 | 2619 S PRESIDENT AVE | PRESIDENT STREET LLC | P O BOX 3171 | TUPELO, MS 38803 |
| 18157 | 106D1303001 | 858 MITCHELL RD EXT | ROPER RANDY & PATRICIA | 335 CR 520 | SHANNON, MS 38868 |
| 18158 | 106D1304000 | 1702 S GLOSTER ST | PAYNE JESSE JR & LORETTA | P O BOX 7063 | TUPELO, MS 38802 |
| 18159 | 106D1304200 | S GLOSTER ST | TOMBIGBEE ELECTRIC POWER ASSOC | P O BOX 1789 | TUPELO, MS 38802 |
| 18160 | 106D1303500 | 1608 S GLOSTER ST | TUPELO AUTO SALES INC | 1608 S GLOSTER | TUPELO, MS 38801 |
| 18170 | 077H2520900 | 1162 WOODLAWN ST A | BOUTIN KEVIN | PO BOX 3592 | TUPELO, MS 38803 |
| 18172 | 101E0210400 | LAKESPUR CIR | SPRING LAKE LLC | P O BOX 2066 | TUPELO, MS 38803-2066 |
| 18178 | 089P3102910 | S COMMERCE ST | THE DISTRICT GROUP LLC | P O DRAWER 67 | TUPELO, MS 38802 |
| 18179 | 089L3203700 | 125 E MAIN ST | COSBY HARRY T & DIANA C | 2656 KIRKWOOD ROAD | TUPELO, MS 38801 |
| 18180 | 089Q3206200 | E TROY ST | WILLIAMS ERNEST & MACHELLE C | POST OFFICE BOX 2516 | OXFORD, MS 38655 |
| 18181 | 084S1800107 | N GLOSTER ST | GS II BIG OAKS LLC | 3300 ENTERPRISE PARKWAY | BEACHWOOD, OH 44122 |
| 18182 | 113A0602602 | 810 HARRISON ST | DOSSETT PROPERTY MANAGEMENT | P O BOX 649 | TUPELO, MS 38802-0649 |
| 18183 | 089F3002000 | 1001 BLANCHARD ST | SHANNON CARL & JOHNSON SANDRA | 346 CR 401 | SHANNON, MS 38868 |
| 18212 | 089P3114200 | 627 S CHURCH ST | BUTLER CLARK & JUANITA WILLIAMS | 627 S CHURCH STREET | TUPELO, MS 38804 |
| 18214 | 089F3013200 | 635 N CHURCH ST | ANITA SHERARD | 6200 MALONE BLVD | OLIVE BRANCH, MS 38654 |
| 18216 | 089F3014900 | 628 N CHURCH ST | LOWE CARLENE | 271 DINWIDDIE ST | PITTSBURGH, PA 15219 |
| 18217 | 089F3023500 | MCWILLIAMS ST | ST JAMES MASONIC LODGE #81 | P O BOX 8 | TUPELO, MS 38802 |
| 18219 | 089F3021602 | TOLBERT ST | TUPELO CITY OF | TUPELO, MS 38801 | |
| 18220 | 089F3018200 | N GREEN ST | WALKER MARGARET S | 217 ASHLEY STREET | TUPELO, MS 38801 |
| 18221 | 089F3017700 | 534 N GREEN ST | SMITH WILLIAM SR & CATHERINE | 1195 HILDA DR | TUPELO, MS 38804 |
| 18222 | 077G2518700 | 1300 LEONARD DR | HOOD RICKY | 1246 CR 39 | ETTA, MS 38627 |
| 18224 | 077G2518702 | LEONARD DR | BRISTOW GEORGE N JR | 2756 COLONIAL TOWER | CORDOVA, TN 38806 |
| 18235 | 077D2506300 | 1308 LAWHON DR | DABYN LLC | 121 S INDUSTRIAL STE B | TUPELO, MS 38801 |
| 18236 | 077G2503700 | 1308 BRISTOW DR | KINARD PEGGY | 1308 BRISTOW | TUPELO, MS 38801 |
| 18237 | 088Q3400201 | 1803 MARTIN HILL DR | SCHULZ BETTY | P O BOX 1192 | TUPELO, MS 38802 |
| 18240 | 077K3503000 | 413 N JOANN ST | WELLS FARGO BANK NA | 8480 STAGE COACH CIRC | FREDERICK, MD 21701 |
| 18241 | 077K3500400 | 410 N THOMAS ST | STANFORD TERESA D | 410 N THOMAS ST | TUPELO, MS 38801 |
| 18242 | 077L3604800 | 507 EXCHANGE ST | VANLANDINGHAM JOSEPH D | 507 EXCHANGE ST | TUPELO, MS 38801 |

HI-LITED PROPERTIES INDICATE VACANT LOTS

#1.9

LOT MOWING FOR PUBLIC HEARING

JUNE 21, 2016

| | | | | | |
|-------|-------------|--------------------|--------------------------------|------------------------|-------------------------|
| 18245 | 101H0119501 | PRESIDENT AVE | HAIDER SAJJAD | 15512 GOLDEN BELL | WINTER GARDEN, FL 34787 |
| 18247 | 101H0120300 | 1011 TAFT | SGP REAL ESTATE LLC | P. O. BOX 2066 | TUPELO, MS 38803 |
| 18248 | 113J0700300 | S GLOSTER ST | CLEVELAND PROPERTIES LLC | 1879 N COLEY RD | TUPELO, MS 38804 |
| 18249 | 089P3120000 | 494 S GREEN ST | PLUMBING SERVICES INC | 539 SOUTH GREEN STREET | TUPELO, MS 38804 |
| 18250 | 113B0601000 | S SPRING ST | B & B CONCRETE CO INC | P O BOX 407 | TUPELO, MS 38801-0407 |
| 18256 | 101H0115000 | SHUMACOLA TRL | MAH JEANINE E | 3408 DELL GLADE DRIVE | MEMPHIS, TN 38111 |
| 18257 | 113E0608200 | 915 LYNDEN BLVD | LEDBETTER TERRY & MARLA | 2226 WINDSOR PLACE RD | TUPELO, MS 38804 |
| 18258 | 113E0611000 | 914 LYNDEN BLVD | LEATHERMAN DAVID L & DORINDA K | 904 E MAIN | TUPELO, MS 38804 |
| 18270 | 113A0605800 | 720 DAYBRITE DR | BNB DEVELOPMENT LLC | PO BOX 1220 | TUPELO, MS 38802-1220 |
| 18272 | 113A0605900 | DAYBRITE DR | BEASLEY W M | P O BOX 1220 | TUPELO, MS 38802-1220 |
| 18274 | 113A0606800 | 645 DAYBRITE DR DR | OLD DOMINION FREIGHT LINE | 500 OLD DOMINION WA | THOMASVILLE, NC 27360 |
| 18275 | 113A0606400 | 605 DAYBRIGHT DR | LOJO LLC | 605 DAYBRITE DR | TUPELO, MS 38801 |
| 18286 | 074V2006300 | AUTUMN HILLS DR | DECKER & SONS | P O BOX 74 | TUPELO, MS 38802 |
| 18288 | 089F3025900 | 217 1/2 BARNES ST | ARCHER PROPERTIES | P O BOX 793 | TUPELO, MS 38802 |
| 18244 | 101D0112700 | 918 TYLER | WATERS DANNY & JOANN | 206 BRANDYWINE RD | BELDEN, MS 38826 |

HI-LITED PROPERTIES INDICATE VACANT LOTS

7.10

Memorandum

To: Mayor Shelton and City Council Members
From: Thomas Walker *TW*
Date: June 14, 2016
Re: Surplus property *(1)*

I respectfully request that the following item be placed on the surplus list. The item is listed and a simple explanation of why it needs to be surplused.

Property Tag # 16358 SN 034232754253 Microsoft Surface stolen

The police report is attached.

On the Attached Police report, it shows 4 stolen. The first 3 listed were recovered AT An Apartment eviction AT Stratton Arms on Garfield Street. This One (the last listed on Police report) was never recovered.

T.W.

TUPELO POLICE DEPARTMENT

Offense / Incident Report

GENERAL OFFENSE INFORMATION

Report Type: Initial Report

| | |
|---|--|
| Agency TUPELO POLICE DEPARTMENT Case # 2016-589 File # Description GRAND LARCENY Incident Status ACTIVE Reporting Officer JAMES, OTHEA | Location 2494 SHELTON DRIVE TUPELO MISSISSIPPI 38801 From Date/Time 01/25/2016 04:30 To Date/Time 01/25/2016 08:00 Report Date 01/25/2016 08:00 Initial Rep. Date 01/25/2016 08:00 |
|---|--|

OFFENSE(S)

| | | | |
|------------------------------------|------------------|------------------------|--|
| Offense GRAND LARCENY (FEL) | | | |
| Statute | | | |
| Attempt Status COMPLETED | | | |
| Offense Status ACTIVE | | | |
| Location RESIDENCE/HOME | | | |
| Computer N | Alcohol N | Drug N | |
| Weapons | | | |
| Criminal Activity | | | |
| Bias Type | | Bias Motivation | |

COMPLAINANT

| | | | | |
|---|---------------------------|--------------|---------------------------|---------------------------|
| Name CROSS, JASON | | | | |
| Address 918 BIRCH STREET TUPELO MS 38801 | | | | Phone 662-841-6439 |
| Race W | Ethnic N | Sex M | DOB 6/26/1972 (43) | |
| Height | Weight | Hair | Eyes | |
| S.S.N. _____ | DL & St. ***** | JRN# | | |

VICTIM(S)

| | | | | |
|--|---------------------------|--------------------|---------------------------|---------------------------|
| Name CROSS, JASON | | | | |
| Address 918 BIRCH STREET TUPELO, MS 38801 | | | | Phone 662-841-6439 |
| Race W | Ethnic N | Sex M | DOB 6/26/1972 (43) | |
| Height | Weight | Hair | Eyes | |
| S.S.N. _____ | DL & St. ***** | JRN# | | |
| Type of Victim INDIVIDUAL | Victim Of NONE | Injury Type | | |
| Homicide/Assault Circumstance | | | | |

| | | | |
|--------------------------------------|-----------------------|--------------------|-------------|
| Name CITY OF TUPELO, | | Phone - - - | |
| Address | | DOB | |
| Race | Ethnic | Sex | Eyes |
| Height | Weight | Hair | |
| S.S.N. - - - | DL. & St. | JRN# | |
| Type of Victim BUSINESS | Victim Of NONE | Injury Type | |
| Homicide/Assault Circumstance | | | |

SUBJECT(S)

| | | | |
|--------------------------|---------------------|--------------------|-------------|
| Name UNK, | | Phone - - - | |
| Address | | DOB | |
| Race U | Ethnic U | Sex U | Eyes |
| Height | Weight | Hair | |
| S.S.N. | DL & St. | JRN# | |
| Sub. Type SUSPECT | Arrest ID | Citation # | |
| Notes | | | |

VEHICLE(S)

| | | | |
|------------------------|-------------------|---------------------|---------------|
| Details | 2002 FORD F25 | | |
| VIN | 1FTNW20F42EB53796 | | |
| Plate No G23001 | State MS | Colors WHITE | Year 0 |
| Impound | Type | | |

PROPERTY

| | | | |
|---|------------------------------|------------------------------|--|
| Property Category COMPUTER HARDWARE/SOFTWARE | | Loss Type STOLEN | |
| Description MICROSOFT SURFACE PRO 4 | | | |
| Notes | | | |
| Make MICROSOFT | Model | Style Laptop | |
| Serial No / VIN 005710154253 | | Color BLACK | |
| Vehicle Year | Plate No/ State/ Type | | |
| Loss Date 1/25/2016 | Loss Quantity 1 | Loss Value \$1,491.92 | |
| Rec Date | Rec Quantity | Rec Value | |
| Drug Type | Drug Quantity | Drug UOM | |

| | | | | |
|--------------------------|----------------------------|------------------------------|------------------|------------------------------|
| Property Category | COMPUTER HARDWARE/SOFTWARE | | Loss Type | STOLEN |
| Description | MICROSOFT SURFACE PRO 4 | | | |
| Notes | | | | |
| Make | | Model | Style | Laptop |
| Serial No / VIN | 005997554253 | | Color | BLACK |
| Vehicle Year | | Plate No/ State/ Type | | |
| Loss Date | | Loss Quantity | 1 | Loss Value \$1,491.92 |
| Rec Date | | Rec Quantity | | Rec Value |
| Drug Type | | Drug Quantity | | Drug UOM |

| | | | | |
|--------------------------|----------------------------|------------------------------|------------------|------------------------------|
| Property Category | COMPUTER HARDWARE/SOFTWARE | | Loss Type | STOLEN |
| Description | MICROSOFT SURFACE PRO 4 | | | |
| Notes | | | | |
| Make | MICROSOFT | Model | Style | Laptop |
| Serial No / VIN | 034200554253 | | Color | |
| Vehicle Year | | Plate No/ State/ Type | | |
| Loss Date | | Loss Quantity | 1 | Loss Value \$1,491.92 |
| Rec Date | | Rec Quantity | | Rec Value |
| Drug Type | | Drug Quantity | | Drug UOM |

| | | | | |
|--------------------------|----------------------------|------------------------------|------------------|------------------------------|
| Property Category | COMPUTER HARDWARE/SOFTWARE | | Loss Type | STOLEN |
| Description | MICROSOFT SURFACE PRO 4 | | | |
| Notes | | | | |
| Make | MICROSOFT | Model | Style | Laptop |
| Serial No / VIN | 034232754253 | | Color | |
| Vehicle Year | | Plate No/ State/ Type | | |
| Loss Date | 1/25/2016 | Loss Quantity | 1 | Loss Value \$1,491.92 |
| Rec Date | | Rec Quantity | | Rec Value |
| Drug Type | | Drug Quantity | | Drug UOM |

INVESTIGATOR

| | | | | | |
|-------------------|--------------|----------------------|------------|----------------------|---|
| Name | FLOYD, SCOTT | Assigned Date | 01/26/2016 | Supplement No | 0 |
| Entered By | JAMES, OTHEA | | | | |
| Officer | JAMES, OTHEA | | | | |
| Supervisor | | | | | |

Incident # 2016-589

JAMES, OTHEA

ON JANUARY 25, 2015 TUPELO FIRE DEPT. FIRE INVESTIGATOR JASON CROSS CAME TO TUPELO POLICE DEPT. TO FILE A REPORT ON SOME STOLEN LAP TOPS. CROSS STATED HE HAD FOUR CITY ISSUED MICROSOFT SURFACE PRO 4 LAPTOP STOLEN OFF THE FRONT SEAT OF HIS CITY ISSUED TRUCK. (TAG G23001 2002 FORD F25 WHITE). CROSS STATED HE LAST SAW THE COMPUTERS AT 4:30 AM WHEN HE WENT TO A FIRE LOCATED AT 2494 SHELTON DRIVE. CROSS STATED HE NOTICE THE COMPUTERS MISSING AROUND 8AM TODAY. CROSS STATED HE FORGOT TO LOCK THE TRUCK WHEN HE GOT OUT AT THE FIRE. CROSS STATED THAT ALL COMPUTERS HAVE THE GREEN AND WHITE CITY OF TUPELO PROPERTY STICKER ON THEM. EOR

FIRE STATION BRANDS/NPROPERTY BARCODECOST1MICROSOFT SURFACE PRO 400571015425316360\$1,491.92
2MICROSOFT SURFACE PRO 400599755425316354\$1,491.92 3MICROSOFT SURFACE PRO 403420055425316355\$1,491.92
6MICROSOFT SURFACE PRO 403423275425316358\$1,491.92 TOTAL\$5,967.68

7. 11



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

June 15, 2016

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38804

Dear Mayor Shelton and Council Members:

The following change order is submitted for approval at your regular meeting on June 21, 2016:

Hwy 45 Sewer Improvements – Phase 2 – Change Order No. 1 (Final Summary) – This change order results in a net deduct of \$8,910.75 due to a change in the final construction quantities. This change order brings the final construction amount to \$294,698.75.

I have reviewed this change order and find it to be correct. If you have any questions, please feel free to call upon me.

Sincerely,

WATER & LIGHT DEPARTMENT

Johnny N. Timmons
Manager

ptb

Attachment

CHANGE ORDER

CCE NO. 3-08753

CHANGE ORDER NO.: 1 - FINAL SUMMARY

OWNER: City of Tupelo

PROJECT: HIGHWAY 45 SEWER IMPROVEMENTS
PHASE 2

CONTRACTOR: ARGO Construction Corporation

The following changes on the project, with quantities and items involved, are recommended for the reasons stated:

ADJUSTMENT FOR FINAL QUANTITIES - SEE ATTACHED

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

| | |
|--|---------------------|
| Original Contract Cost | <u>\$303,609.50</u> |
| Previously Approved C.O.'s Add (Deduct): | <u>\$0.00</u> |
| PREVIOUS CONTRACT TOTAL: | <u>\$303,609.50</u> |
| Estimated Amount Added by this C.O. : | <u>\$0.00</u> |
| Estimated Amount Deducted by this C.O. : | <u>\$8,910.75</u> |
| CONTRACT TOTAL: | <u>\$294,698.75</u> |

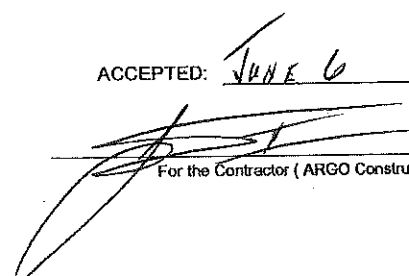
DATE: 6/9 2016


For Cook Coggin Engineers, Inc.

APPROVED: _____ 2016

For the Owner (City of Tupelo)

ACCEPTED: JUNE 6 2016


For the Contractor (ARGO Construction Corporation)

CHANGE ORDER NO. 1 - FINAL QUANTITY SUMMARY

HIGHWAY 45 SEWER IMPROVEMENTS PHASE 2

CCE 3-08753

OWNER: CITY OF TUPELO

CONTRACTOR: ARGO CONSTRUCTION CORPORATION

| Item No. | Item Description | Contract Quantity | Unit | Unit Price | Contract Amount | Final Construction Quantities | Summary Change Order Amount | Final Contract Amount |
|----------|---|-------------------|-------|------------|-----------------|-------------------------------|-----------------------------|-----------------------|
| 1 | 10" SDR 26 PVC Gravity Sewer Line Replacement, 0-6' Cut | 36 | LinFt | \$34.00 | \$1,224.00 | 30.00 | -\$204.00 | \$1,020.00 |
| 2 | 10" SDR 26 PVC Gravity Sewer Line Replacement, 6-8' Cut | 23 | LinFt | \$35.00 | \$805.00 | 33.00 | \$350.00 | \$1,155.00 |
| 3 | 18" SDR 26 PVC Gravity Sewer Line Replacement, 0-6' Cut | 241 | LinFt | \$49.00 | \$11,809.00 | 186.00 | -\$2,695.00 | \$9,114.00 |
| 4 | 18" SDR 26 PVC Gravity Sewer Line Replacement, 6-8' Cut | 537 | LinFt | \$50.00 | \$26,850.00 | 592.00 | \$2,750.00 | \$29,600.00 |
| 5 | 18" SDR 26 PVC Gravity Sewer Line Replacement, 8-10' Cut | 163 | LinFt | \$51.00 | \$8,313.00 | 176.00 | \$663.00 | \$8,976.00 |
| 6 | 18" SDR 26 PVC Gravity Sewer Line Replacement, 10-12' Cut | 165 | LinFt | \$52.00 | \$8,580.00 | 240.00 | \$3,900.00 | \$12,480.00 |
| 7 | 18" SDR 26 PVC Gravity Sewer Line Replacement, 12-14' Cut | 90 | LinFt | \$53.00 | \$4,770.00 | 27.00 | -\$3,339.00 | \$1,431.00 |
| 8 | 18" SDR 26 PVC Gravity Sewer Line Replacement, 14-16' Cut | 10 | LinFt | \$54.00 | \$540.00 | 0.00 | -\$540.00 | \$0.00 |
| 9 | 8" SDR 26 PVC Gravity Sewer Line, 0-6' Cut | 23 | LinFt | \$28.00 | \$644.00 | 52.00 | \$812.00 | \$1,456.00 |
| 10 | 8" SDR 26 PVC Gravity Sewer Line, 6-8' Cut | 44 | LinFt | \$29.00 | \$1,276.00 | 19.00 | -\$725.00 | \$551.00 |
| 11 | 10" SDR 26 PVC Gravity Sewer Line, 0-8' Cut | 180 | LinFt | \$33.00 | \$5,940.00 | 236.00 | \$1,848.00 | \$7,788.00 |
| 12 | 10" SDR 26 PVC Gravity Sewer Line, 8-8' Cut | 570 | LinFt | \$34.00 | \$19,380.00 | 523.00 | -\$1,598.00 | \$17,782.00 |
| 13 | 10" SDR 26 PVC Gravity Sewer Line, 8-10' Cut | 257 | LinFt | \$35.00 | \$8,995.00 | 271.00 | \$490.00 | \$9,485.00 |
| 14 | 18" SDR 26 PVC Gravity Sewer Line, 0-6' Cut | 25 | LinFt | \$48.00 | \$1,200.00 | 2.00 | -\$1,104.00 | \$96.00 |
| 15 | 18" SDR 26 PVC Gravity Sewer Line, 6-8' Cut | 768 | LinFt | \$49.00 | \$37,681.00 | 549.00 | -\$10,780.00 | \$26,901.00 |
| 16 | 18" SDR 26 PVC Gravity Sewer Line, 8-10' Cut | 289 | LinFt | \$50.00 | \$13,450.00 | 502.00 | \$11,650.00 | \$25,100.00 |
| 17 | 18" SDR 26 PVC Gravity Sewer Line, 10-12' Cut | 261 | LinFt | \$51.00 | \$13,311.00 | 170.00 | -\$4,641.00 | \$8,670.00 |
| 18 | 18" SDR 26 PVC Gravity Sewer Line, 12-14' Cut | 170 | LinFt | \$52.00 | \$8,840.00 | 194.00 | \$1,248.00 | \$10,088.00 |
| 19 | 18" SDR 26 PVC Gravity Sewer Line, 14-16' Cut | 158 | LinFt | \$53.00 | \$8,374.00 | 324.00 | \$8,798.00 | \$17,172.00 |
| 20 | 18" SDR 26 PVC Gravity Sewer Line, 16-18' Cut | 75 | LinFt | \$54.00 | \$4,050.00 | 15.00 | -\$3,240.00 | \$810.00 |
| 21 | 10" Ductile Iron Sewer Pipe | 52 | LinFt | \$70.00 | \$3,640.00 | 65.00 | \$910.00 | \$4,550.00 |
| 22 | 10" Ductile Iron Sewer Pipe Cl. 54, Flanged | 70 | LinFt | \$125.00 | \$8,750.00 | 60.00 | -\$1,250.00 | \$7,500.00 |
| 23 | 4" Service Line, Sch. 40 PVC | 160 | LinFt | \$20.00 | \$3,200.00 | 160.00 | \$0.00 | \$3,200.00 |
| 24 | Cleanout | 1 | Each | \$350.00 | \$350.00 | 1.00 | \$0.00 | \$350.00 |
| 25 | 18"x4" Wye or Tee Branch | 1 | Each | \$1,500.00 | \$1,500.00 | 1.00 | \$0.00 | \$1,500.00 |
| 26 | 48" Manhole, 0-6' | 17 | Each | \$1,825.00 | \$31,025.00 | 17.00 | \$0.00 | \$31,025.00 |
| 27 | 48" Manhole, Extra Depth | 87.9 | LinFt | \$100.00 | \$8,790.00 | 77.19 | -\$1,071.00 | \$7,719.00 |
| 28 | 60" Manhole, 0-6' | 2 | Each | \$3,300.00 | \$6,600.00 | 2.00 | \$0.00 | \$6,600.00 |
| 29 | 60" Manhole, Extra Depth | 6.5 | LinFt | \$125.00 | \$812.50 | 5.59 | -\$113.75 | \$698.75 |
| 30 | Connection to Existing Manhole | 4 | Each | \$1,000.00 | \$4,000.00 | 4.00 | \$0.00 | \$4,000.00 |
| 31 | Crushed Stone Resurfacing | 75 | CuYd | \$60.00 | \$4,500.00 | 9.31 | -\$3,941.40 | \$558.60 |
| 32 | Connection to Existing Service | 1 | Each | \$750.00 | \$750.00 | 1.00 | \$0.00 | \$750.00 |
| 33 | Manhole Abandonment (Unpaved Areas) | 26 | Each | \$250.00 | \$6,500.00 | 26.00 | \$0.00 | \$6,500.00 |
| 34 | Crushed Stone Foundation Stabilization | 450 | CuYd | \$20.00 | \$9,000.00 | 294.62 | -\$3,107.60 | \$5,892.40 |
| 35 | Stone riprap (200 Lb.) | 120 | Tons | \$40.00 | \$4,800.00 | 130.50 | \$420.00 | \$5,220.00 |
| 36 | Seeding & Mulching | 4,400 | LinFt | \$3.40 | \$14,960.00 | 4400.00 | \$0.00 | \$14,960.00 |
| 37 | Temporary Silt Fence | 2,000 | LinFt | \$2.50 | \$5,000.00 | 600.00 | -\$3,500.00 | \$1,500.00 |
| 38 | Wattles (20") | 300 | LinFt | \$3.00 | \$900.00 | 0.00 | -\$900.00 | \$0.00 |
| 39 | Concrete Cradle | 2 | Each | \$1,250.00 | \$2,500.00 | 2.00 | \$0.00 | \$2,500.00 |

TOTAL ORIGINAL CONTRACT AMOUNT

\$303,609.50

Summary Change Order Amount (\$8,910.75)

Final Contract Amount \$294,698.75

Final Waiver and Release of Lien

To: All Parties having an interest in the following project

**HWY 45
SEWER IMPROVEMENT
TUPELO, MS**

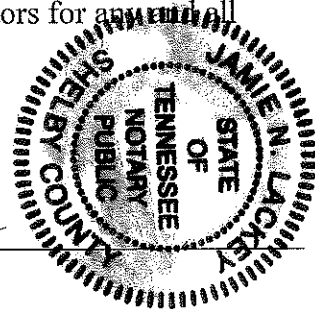
For good and valuable consideration, the undersigned does hereby waive, release and forever discharge any and all liens, stop notices, bond claims or rights of lien on or against the premises described above for and on account of work performed and labor services, equipment and materials, supplied at or in connection with construction or improvement at the premises described above.

It is agreed and understood that the effect and enforceability of this waiver and release of lien shall be conditional upon receipt by the undersigned of payment in the amount of \$182,432.50. And this represents payment in full on the project and this waiver and release is given by the undersigned and is accepted and relied upon by all parties subject to such understanding.

Furthermore the undersigned warrants and represents that it has paid all laborers, mechanics, material suppliers, equipment dealers and subcontractors for any and all labor, materials and services due and owing on the above project.

Company
Name Argo Construction Corporation

Title: PRESIDENT



Sworn to and subscribed before me this 29 day of June 2016 in the State of TN
and County of Shelby

Jamie N. Lackey
Notary Signature

2/29/20
My Commission Expires

8.1

**AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES
OF THE CITY OF TUPELO BY DELETING THE PROVISIONS OF THE EXISTING
ARTICLE V ENTITLED "DANGEROUS ANIMALS", AND SUBSTITUTING THE
PROVISIONS SET OUT HEREINBELOW IN PLACE OF ARTICLE V OF CHAPTER 6
OF THE CODE OF ORDINANCES OF THE CITY OF TUPELO**

WHEREAS, the City of Tupelo adopted an Ordinance on July 19, 1988, establishing regulations for owners of dangerous animals; and

WHEREAS, the original Ordinance establishing regulations for owners of dangerous animals has from time to time been amended by the City of Tupelo; and

WHEREAS, the Ordinance establishing regulations for owners of dangerous animals is presently codified in Article V of Chapter 6 of the Code of Ordinances of the City of Tupelo; and

WHEREAS, the City of Tupelo finds, determines and declares that it is necessary that this Ordinance be amended as set out herein for the immediate preservation of the public health, safety and welfare of the City of Tupelo and the inhabitants thereof; and

WHEREAS, in an effort to maintain a record and control of all dangerous animals within the city limits of the City of Tupelo and to make owners of such dangerous animals accountable for those animals within the City, the Tupelo City Council has determined that it is in the public safety and interest for the provisions of the Code of Ordinances of the City of Tupelo to be amended as set out herein below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Tupelo as follows:

CHAPTER 6

ARTICLE V. DANGEROUS ANIMALS

SECTION 1. The Code of Ordinances of the City of Tupelo, Mississippi, Chapter 6, Article V, as presently constituted is deleted and is hereby amended to read as follows:

Section 6-96. -- Definitions.

(a) "Dangerous animal" is any animal, other than domestic dogs and cats, which in their wild state are carnivorous or poisonous or which, due to their physical makeup or capabilities, are capable of inflicting serious physical harm or death to human beings. This includes, but is not limited to, animals belonging to the cat or snake family, including all constrictors, bears, wolverines, badgers, lions, tigers, and such other animals as the City Council may from time to time determine by order or resolution to be vicious animals. The Tupelo - Lee Humane Society

is authorized to compile and maintain a list of such animals as may be determined to be regulated by this article.

(b) Any pit bull terrier, which shall be herein defined as any Staffordshire bull terrier breed of dog, American Staffordshire bull terrier breed of dog, American pit-bull terrier breed of dog or any mixed breed of dog which contains as an element of its breeding the breed of Staffordshire bull terrier, American Staffordshire bull terrier or American pit bull terrier so as to be identifiable as partially of the breed of Staffordshire bull terrier, American Staffordshire bull terrier or American pit bull terrier by any qualified veterinarian duly licensed as such by the State of Mississippi.

(c) Any other domestic dog or cat or any other animal that exhibits any of the following characteristics shall also be considered to be a "dangerous animal" subject to all requirements and provisions of this article:

1. Without provocation approaches in a threatening or terrorizing manner, any person in an apparent attitude of attack or exhibits any behavior that constitutes a physical threat or bodily harm to a person on the street, sidewalks, any public or common grounds or places, or any place where such person is conducted himself peaceably and lawfully;

2. Without provocation bites, inflicts injury, assaults or otherwise attacks a person, in any place where such person is conducting himself peaceably and lawfully, or animal when such animal is not on the property of the attacking animal;

3. A known propensity, tendency or disposition to attack without provocation, to cause injury, or to otherwise endanger the safety of human beings or other domestic animals;

4. Owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.

(d) "Person" includes any natural person, association, partnership, organization or corporation.

(e) "Own" or "keep" means to own, keep, harbor, control, manage, possess, maintain, or to have charge or custody of or provide care for.

(f) "Owner" or "keeper" means any person who owns or keeps a "dangerous animal" or "dangerous dog".

Section 6-97. -- General Prohibition.

It shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell within the City of Tupelo any dangerous animal, subject to those exceptions set out hereinbelow.

Section 6-98. – General Applicability.

(a) For the purposes of this article, a person shall be considered to be peaceably and lawfully upon the private property of an owner of an animal when he is on such property in the performance of any duty imposed upon him by any law or postal regulations of the United States or any political subdivision thereof or when he is on such property upon invitation, express or implied.

(b) The provision of this section notwithstanding, no animal may be determined to be dangerous due to the fact that it:

- (1) Inflicts injury or damage on a person who is committing a willful trespass or tort upon the premises occupied by the person owning or in possession of the animal or who is teasing, tormenting, abusing or assaulting the animal or who is committing or attempting to commit a crime;
- (2) Inflicts injury or damage on another domestic animal that is or was teasing, tormenting, abusing or assaulting the animal;
- (3) Takes any action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault.

Section 6-99. – Exceptions.

(a) The owner of a dangerous dog, who has applied for and received a dangerous dog permit in accordance with this article, and who maintains the dangerous dog at all times in compliance with the dangerous dog requirements of this article and all other applicable requirements of this article, may keep a dangerous dog within the City of Tupelo.

(b) The Tupelo – Lee Humane Society, the City's animal control officer(s), any police officer or other lawfully designated official or representative of the City may temporarily harbor and transport any dangerous animal for purposes of enforcing the provisions of this article.

(c) Any humane society operating an animal shelter which is registered and licensed in the City of Tupelo may temporarily hold any dangerous dog that it has received or otherwise recovered, but only for so long as it takes to contact the Tupelo – Lee Humane Society, the City's animal control officer(s), any police officer or other lawfully designated official or representative of the City and turned said dog over to such officer or receive permission to destroy or have said dog destroyed.

- (d) The Tupelo – Lee Humane Society may temporarily house a dangerous dog and offer for adoption a dangerous dog subject to all of the Tupelo – Lee Humane Society special adoption rules and in compliance with all ordinances within the adopter's city or county.
- (e) The keeping of a dangerous animal in a bonified, licensed veterinary hospital for treatment.
- (f) Any lawfully operated circus, carnival, performing act or similar functions and events of a temporary nature as may be authorized by the City of Tupelo.
- (g) Dogs assisting a law enforcement officer engaged in official duties.
- (h) A person may temporarily transport into and hold in the City of Tupelo a dangerous dog only for the purposes of showing such dangerous dog in a place of public exhibition, contest or show sponsored by a dog association or similar association. However, the sponsor of the exhibition, contest or show must receive written permission from the City Council, must obtain any other permits required by City Ordinance, and must provide protective measures adequate to prevent dangerous dogs from escaping or injuring the public. The person who transports and holds a dangerous dog for showing shall, at all times when said dog is being transported within the City, to and from the place of exhibition, contest or show, keep said dog confined in a secure temporary enclosure.
- (i) The owner of any dangerous dog which has been permitted pursuant to this article shall be allowed to keep such dog within the City only if the owner applies for and receives a dangerous dog permit.

Section 6-100. -- Licensing, Registration and Permits.

- (a) An application for a one-time (unless transferred) dangerous dog permit pursuant to this article shall be made to the Tupelo – Lee Humane Society no later than thirty (30) days following the effective date of this article, or thereafter within ten (10) days of any person first owning or keeping a dangerous dog. Applications shall be made on a form provided by the City. See attached Exhibit "A".
- (b) As a condition of issuance of a dangerous dog permit, the owner shall at the time of application comply with or otherwise provide sufficient evidence that the owner is in compliance with all of the following regulations:
 - (1) The owner of the dangerous dog shall provide proof of rabies vaccination and shall pay the annual dangerous dog permit fee of Seventy-Five Dollars (\$75.00).
 - (2) The dangerous dog permit for such dog is not transferable. A microchip or proof of microchip registration is required before issuance or renewal of a permit.
 - (3) The owner must be at least 21 years of age.

- (4) A dangerous dog cannot be taken onto the campus of a school.
- (5) The Tupelo – Lee Humane Society shall maintain a file containing the permit numbers and names of the dangerous dogs and names and addresses of the owners. The owner shall notify the Tupelo – Lee Humane Society of any change of address.
- (6) At all times when a dangerous dog is at the property of the owner, the owner shall keep said dog confined. At all times when a dangerous dog is away from the property of the owner, the owner shall keep the dog either leashed securely and muzzled or in a secure temporary enclosure.
- (7) The owner shall not sell or otherwise transfer the dangerous dog to any person unless to a person who will then become the owner and will be subject to all of the provisions of this Ordinance. The transferor owner shall notify the Tupelo-Lee Humane Society within five (5) days of such transfer of ownership. The transferee owner shall obtain a new permit from the Tupelo-Lee Humane Society within five (5) days of the transfer of ownership. Any owner shall notify the Tupelo – Lee Humane Society within five (5) days in the event that the dangerous dog is lost, stolen or dies.

Section 6-101. -- Posting of Premise.

- (a) All premises upon which a dangerous dog is kept, possessed or harbored shall be posted with signs that are conspicuously visible to the public and legible from property, public or private, adjacent to such premises. Such signs or notices shall contain letters not less than two (2) inches in height and a message sufficient to warn the general public of the presence of the dangerous dog. Such signs shall be placed at all locations where entry to the owner's property is common and expected and upon all enclosures within which dangerous dogs are confined, including residencies and other structures.
- (b) The absence of any required signs shall be considered *prima facie* evidence of a violation of this section. Signs shall be constructed and maintained in a manner to withstand the elements.
- (c) Notwithstanding the exceptions granted in Section 6-99 of this article, the requirements of this section shall apply to all duly authorized and lawfully operated dealers in animals within the City and any lawfully operated circus, carnival, performing acts or similar functions and events of a temporary nature as may be authorized by the City and to any premises utilizing dangerous dogs lawfully.

Section 6-102. -- Leash and Confinement.

- (a) The owning or keeping of a City registered dangerous dog is subject to the following requirements:

- (1) Leash. No person shall permit a City registered dangerous dog to go outside its kennel or pen unless such animal is securely leashed with a leash no longer than three (3) feet in length and having at a minimum tensile strength of three hundred (300) pounds. No person shall permit a dangerous dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless an adult person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, or buildings.
- (2) Muzzle. No person shall permit a City registered dangerous dog to go outside its kennel or pen unless such animal is securely muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals.
- (3) Confinement. All City registered dangerous dogs shall be securely confined indoors or, if outdoors, in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. All structures must include a concrete floor with secure walls of either sealed and painted cinderblock or heavy gauge chain link fence. Structure size cannot be less than ten feet by ten feet in size with a wall height of at least six feet. The structure must have a heavy gauge chain link on the ceiling. All structures used to confine a City registered dangerous dog must be locked with a key lock or combination lock when such animals are within the structure. All structures erected to house dangerous dogs must comply with all zoning and building regulations of the City. All such structures must be adequately lighted, ventilated and kept in a clean and sanitary condition.
- (4) Confinement Indoors. No dangerous dog may be kept on a porch, patio or any part of a house or structure or any manner that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.
- (5) Rabies Tag. All City registered dangerous dogs shall be required to wear an up-to-date rabies vaccination tag. The tag shall be visible on the dog when it is in a kennel or pen or on a leash.
- (6) Microchip. All City registered dangerous dogs will be required to have a microchip installed and registered with the Tupelo – Lee Humane Society.
- (7) Reporting Requirements. All owners or keepers of City registered dangerous dogs must within ten (10) days of any of the following incidents report in writing to the City Council as required herein:

- a. The removal from the City or the death of a City registered dangerous dog.
- b. The move of a permit owner or keeper of a City registered dangerous dog to a new location within the City limits. In such case, the new address of the City registered dangerous dog and that of the owner or keeper shall also be reported to the Tupelo – Lee Humane Society.
- c. No dangerous dog may be walked upon school property or within five hundred (500) feet of a school.

Section 6-103. -- Determination of Status, Impoundment, Redemption or Disposition of Dangerous Dogs.

(a) Any police officer, animal control officer or other lawfully designated official or representative of the City shall have the right to enter any private property for the purpose of inspecting the property for the presence of dangerous dogs or for the performance of other duties in the enforcement of this article. Any police officer, animal control officer or other lawfully designated official or representative of the City having probable cause to believe that an animal is dangerous shall conduct or cause to be conducted an investigation into the facts of each such case. The owner of the animal shall be notified of the investigation and shall have the opportunity to present evidence as to why the animal should not be determined to be dangerous. The results of this investigation and any such determination shall be made in writing and shall constitute an administrative action of the City, appealable according to law. The results of any investigation with respect to a particular animal shall not bar the City from investigating any subsequent actions of the animal.

(b) Should any police officer, animal control officer or other designated official or representative of the City have reason to believe that an animal is vicious and may pose a threat of serious harm to persons or other domestic animals, the officer or other official may immediately seize and impound the animal, pending an investigation as described in this section.

(c) Any police officer, animal control officer or other lawfully designated official or representative of the City, upon complaint by any citizen or on his own initiative, may make inquiries to determine compliance with this article and may seize and impound any animal found in violation of any of its provisions.

(d) If any animal is caused or permitted or is found to be within the corporate limits of the City and in violation of the provisions of this article, such animal may be apprehended and impounded by any police officer, animal control officer or other designated official of the City, to be held and disposed of as provided in this section.

(e) If such animal was so impounded, the animal shall be released to the owner thereof only if payment is made within five (5) working days to the City or its designee of such sums as may be designated from time to time by the Mayor and City Council for compensation for catching or

otherwise apprehending such animal and for harboring and caring for such animal on a daily basis during the time of impoundment.

(f) In addition to or in lieu of impounding an animal found in violation of this article, any police officer, animal control officer or a designated official of the City may issue to the person known to own or be in possession or control of such animal a citation for any violations of this article. Any fines imposed, as set from time to time by the Mayor and City Council shall be paid within three (3) working days of such citation. If such fine is not paid within the time prescribed, a criminal warrant shall be issued for such person who may, upon conviction of such events before the City Court, be punished as provided in Section 1.1-8 of this Code.

(g) All fees and fines imposed pursuant to this section shall be paid by any violator, and all other requirements of this chapter with respect to a dangerous animal shall be met before an animal impounded pursuant to this article shall be released. If such fees and fines are not paid within five (5) working days, then any such animal so impounded may be destroyed or otherwise disposed of.

Section 6-104. Killing of Dangerous Animals.

When any dangerous animal, in the judgment of any police officer, animal control officer or other designated official or representative of the City poses a serious and immediate threat of serious harm or injury to human life, it shall be the lawful duty of such officer or official to kill such animal, without requiring such officer or official to catch, restrain, or impound such animal.

Section 6-105. Appeals.

(a) Any person aggrieved by any of the following decisions, rulings, actions, or findings set out herein may, within ten (10) days thereafter, file a written notice of appeal from said decision, ruling, action or finding to the Tupelo Municipal Court for an administrative hearing thereon:

- (1) The determination that a dog is a dangerous dog;
- (2) The denial of a permit; or
- (3) The revocation of a permit.

(b) An administrative fee of fifty dollars (\$50.00) shall be paid to the Municipal Court Clerk for each appeal to the Municipal Court. No appeal shall be set for hearing until such fee has been paid.

(c) The filing of an appeal under this sub-section shall not stay any action pursuant to this article.

(d) The hearing of the appeal shall be conducted by the Judge of the Tupelo Municipal Court who shall act as an administrative judge for purposes of this article. The sole issue for determination shall be whether the decisions, rulings, actions or findings of the Tupelo Lee – Humane Society and/or the City were supported by substantial evidence and not arbitrary or capricious in nature.

(e) The Tupelo Municipal Court is empowered to hold hearings, subpoena witnesses, take testimony, and require the production of any evidence relating to the matter being heard. In the case of the refusal of any person to comply with a subpoena issued hereunder or to testify in any manner regarding which he or she may be lawfully questioned, the Tupelo Municipal Court may order such person to comply with such subpoena and testify.

(f) Any aggrieved party may appeal the decision and findings of the Tupelo Municipal Court pursuant to law. However, the filing of such appeal under this sub-section shall not stay any action pursuant to this article.

Section 6-106. Violations and Penalties.

Any person violating any provision of this article shall upon conviction be subject to a fine of not less than two hundred fifty dollars (\$250.00) and not more than one thousand dollars (\$1,000.00). In addition to the fine imposed, the court shall sentence the defendant to imprisonment and jail for a period not less than seven (7) days and not more than six (6) months. In addition, the Court shall order the revocation of any permit of the subject dangerous dog and shall order the removal of the dangerous dog from the City. Should the defendant refuse to remove the dangerous dog from the City, the court may find the defendant in contempt and order the immediate impoundment of the dangerous dog or continued impoundment if said dog is already in impoundment, as well as destruction of the dangerous dog. Each day that a violation of this article continues shall be deemed a separate offense. In addition to the foregoing penalties, any person who violates this article shall pay all expenses, including shelter, food, handling, veterinary care, witness fees and expenses necessitated by the enforcement of this article. The minimum daily expense shall be no less than twenty-five dollars (\$25.00).

Section 6-107. Additional Remedies for Violations.

(a) Should any dangerous animal, when unprovoked, kill or wound or assist in killing or wounding any livestock, fowl or other domestic animal belonging to or in possession of any person or attack, bite or otherwise assault or injure any human being or assist in doing so, whether out of or within required enclosure of the owner or person in possession or control or whether on or off the property the owner, whether or not such animal is leashed or muzzled, and whether or not such animal escaped without the fault of the owner, the owner of the animal shall be liable to the person aggrieved for all damages sustained, to be recovered in a civil action, with costs of suit. It is rebuttally presumed as a matter of law that the owner, in keeping or harboring of a dangerous animal in violation of this article is a nuisance. It shall not be necessary, in order to sustain such action, to prove that the owner of the dangerous animal knew that the animal possessed the propensity to cause such damage or that the animal had a dangerous nature.

(b) Nothing in this chapter shall be construed so as to restrict any other remedies of law available to persons aggrieved by an attack of a vicious animal, nor so as to prohibit criminal prosecution of persons owning or in possession of such animal as may be allowed by law.

(c) Should any employee of or person carrying out contractual responsibilities before the City be attacked by a dangerous animal or other animal while such employee or person is engaged in the lawful performance of his duties, any rights, privileges or services enjoyed by the residents of property on which the attack occurs or by the owner of such animal, at the discretion of the City, may be immediately terminated without further notice. This includes, but is not limited to, termination of water, sewer and electrical service, termination of garbage pickup service, and revocation of building permits or privilege licenses.

SECTION 2. All provisions of the Ordinances of the City of Tupelo in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other provisions of the Ordinances of the City of Tupelo not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be judged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This Ordinance becomes effective after passage and thirty (30) days following publication. The City Clerk shall cause the Ordinance to be published in a local newspaper with a general circulation.

The above and foregoing Ordinance having first been reduced to writing was read and considered section by section. Upon motion of Council Member _____, seconded by Council Member _____, the Council voted as follows to adopt this Ordinance.

| | |
|-----------------------------------|-------------|
| Council Member Markel Whittington | Voted _____ |
| Council Member Lynn Bryan | Voted _____ |
| Council Member Travis Beard | Voted _____ |
| Council Member Nettie Y. Davis | Voted _____ |
| Council Member Buddy Palmer | Voted _____ |
| Council Member Mike Bryan | Voted _____ |
| Council Member Willie Jennings | Voted _____ |

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the ____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, President

ATTEST:

GLEND A MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

8.2

CONTRACT BETWEEN CITY OF TUPELO, MISSISSIPPI
AND TUPELO-LEE HUMANE SOCIETY

This Agreement is entered into this the ____ day of _____, 2015, between the City of Tupelo, Mississippi (hereinafter referred to as "City") and the Tupelo-Lee Humane Society (hereinafter referred to as "Humane Society") for October 1, 2015 – July 1, 2017.

The City and Humane Society enter into a mutual agreement to provide animal care services within the City of Tupelo, Mississippi. In order to provide animal care services, the City and Humane Society agree to the following terms:

1. Animal Care Services is defined to include "domesticated" animals and shall not include by definition non-domesticated, "wild" animals, including but not limited to raccoons, owls, possums, snakes, rodents, etc. said being vermin and not under the purview of the Humane Society.
2. The Humane Society will provide animal care services for animals accepted by the Humane Society from either the Tupelo Police Department or any city resident. Tupelo Police Department Animal Control Officers will have 24 hour access to the Humane Society building. City residents will be allowed to deliver animals, as defined herein, during Humane Society's regular business hours as capacity allows. Humane Society reserves the right to refuse to accept any animal brought to Humane Society by any City resident.
3. The Humane Society will administer the licensing, registration and permitting process of the "Dangerous Animals" ordinance of Article V, Chapter 6, Section 6-100, and other pertinent provisions of said ordinance, City of Tupelo Municipal Code. In order to pay for the cost of administering said process, the Humane Society will collect and retain the permitting fee as set by the Mayor and City Council and make monthly reports of any fees collected to the Chief Operations Officer of the City.
4. The City will provide facilities and real estate for the erection of animal kennels by the Humane Society. Facilities and kennels are for use to assist in Humane Society's animal care services to the City of Tupelo and its residents as outlined herein. These facilities and land are presently located at 2400 South Gloster Street, Tupelo, Mississippi. As the owner, the City agrees to provide general maintenance to the primary animal shelter structure, including maintenance/repair of HVAC, electrical, plumbing, sewage, water systems as well as any upkeep/upgrades to said systems necessary for the improvement/maintenance of said systems/facility. The City also agrees to provide hazard insurance for said structure. Humane Society agrees to maintain the kennels and provide basic cleanliness (sweep, mop, empty trash, etc.) to both facilities and kennels. Said expenses for maintenance of kennels and basic cleanliness are to be paid from the yearly budgeted amount pursuant to the conditions set forth in paragraph 6 below:

5. It is expressly agreed that Tupelo Lee Humane Society is NOT responsible for the general maintenance of the facility provided by the City of Tupelo, said being the responsibility of City of Tupelo. City of Tupelo shall be entitled to charge back Tupelo Lee Humane Society up to \$17,500.00 for maintenance of the facilities provided by City of Tupelo. (See Paragraph 6) General maintenance expenses exceeding \$17,500.00 shall be the sole responsibility of City of Tupelo.

6. The Humane Society will provide suitable motor vehicles for its use in providing animal care services. As the owner of the motor vehicles, the Humane Society will provide general comprehensive liability insurance coverage of at least \$500,000.00 combined single limit coverage noting the City as an additional insured under said policy. The premium payments required for securing the referenced insurance coverage shall be paid from the yearly budgeted amount pursuant to the conditions set out in paragraph 6 below. Further, the Humane Society will be allowed to utilize the City's metro fuel services consistent with the conditions set out in paragraph 6 below.

7. The City will provide for a yearly budgeted sum of \$175,000.00 as approved in the annual budget by the Tupelo City Council to assist the Humane Society in carrying out its purpose. The budgeted amount provided for in fiscal year 2014-2015 is \$175,000.00 to allocate as follows:

(a) \$13,150.00 to be paid monthly for general operating expenses of the Humane Society; and

(b) the remaining sum of \$17,500.00 to be used as an annual credit balance ("credit pool") to which the Humane Society shall be entitled to apply necessary expenses for the maintenance of the kennels and basic cleanliness, as provided in Paragraph 3 above, and fuel used to operate the motor vehicle as set out in paragraph 5 above. City of Tupelo shall be responsible for general maintenance of the facility provided to Tupelo Lee Humane Society as provided by and consistent with Paragraph 4 herein. City of Tupelo is entitled to a charge back for general maintenance up to \$17,500.0. Any general maintenance costs exceeding \$17,500.00 shall be the sole responsibility of City of Tupelo.

At the conclusion of each fiscal year, any sums remaining unused from the credit pool will be distributed to the Humane Society on a lump sum basis. In the event sums charged to the credit pool exceed the sums available in the credit pool, a debit balance will be carried over to the next fiscal year and charged against that year's credit pool.

8. The Humane Society shall not be responsible for receiving and/or responding to calls from any person, agency or governmental entity concerning possible violations of the City's Animal Control Ordinance, a copy of which is attached hereto as Exhibit "A", said functions being the sole responsibility of the City of Tupelo. In addition, the Humane Society shall not be responsible for receiving and/or responding to calls from any person,

organization or public entity concerning any type of domestic animal or not "wild animal", as defined above, located within the city limits of the City of Tupelo, that being the sole responsibility of the City of Tupelo. All calls regarding Animal Control issues will be directed to the Tupelo Police Department through the 9-1-1 system.

9. This agreement shall be for the effective term of one Twenty-One (21) months from October 1, 2015 to June 30, 2017.

10. The Humane Society agrees to indemnify and hold harmless the City from all claims involving Humane Society employees carrying out the terms of this agreement.

11. The Humane Society agrees to maintain, at the Humane Society's expense, a general comprehensive liability insurance policy written by a responsible insurance carrier licensed to do business in the State of Mississippi, which shall insure all liability, personal injuries and property damages with policy limits of not less than \$500,000.00 combined single limit for any claim arising out of any on occurrence, noting the City as an additional insured under said policy. Such insurance shall provide for blanket contractual liability coverage for the liability assumed and indemnity provided for in Paragraph 9 hereof. The Humane Society shall provide a certificate of insurance evidencing the insurance coverage required in this section, which certificate shall provide that the insurance shall not be cancelled or materially amended unless thirty (30) days written notice is given to City.

12. All notices hereunder, if given to the City, shall be given as follows:
Chief Operations Officer
Post Office Box 1485
Tupelo, MS 38802-1485

And notices given to the Humane Society shall be given as follows: Tupelo-Lee Humane Society
Post Office Box 1185
Tupelo, MS 38802-1185

13. The Humane Society shall make written monthly reports of activity to the Mayor of the City of Tupelo and the Tupelo City Council no later than the 15th day of each month.

14. This contract can be terminated, with or without cause, by either party with ninety (90) days written notice. In the event of default or failure to perform under the contract by the Humane Society, the City of Tupelo can terminate the contract with thirty (30) days' notice. During the period between notification of termination and actual termination, both parties agree to comply fully with the terms and conditions provided for in this contract.

15. This contract is a full, final and entire agreement between the parties, superseding all prior agreements, correspondence and understandings. This contract shall not be

amended except in writing, signed by both parties hereto. This contract has been executed on behalf of the parties by officers and agents duly authorized so to do and shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on this the _____ day of _____, 2016

THE CITY OF TUPELO, MISSISSIPPI

JASON SHELTON, Mayor

ATTEST:

GLENDA MUSE, City Clerk

TUPELO-LEE HUMANE SOCIETY

BY: _____

8.3

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
HAWKEYE INDUSTRIES, INC.**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **HAWKEYE INDUSTRIES, INC.** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO HAWKEYE INDUSTRIES, INC. AS
AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-105, ET SEQ.,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Hawkeye Industries, Inc., filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Hawkeye Industries, Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Hawkeye Industries, Inc. is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2016, subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Hawkeye Industries, Inc. for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.

2. That Hawkeye Industries, Inc. is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

| | |
|---------------------------------|-------|
| Councilmember Whittington voted | _____ |
| Councilmember L. Bryan voted | _____ |
| Councilmember Beard voted | _____ |
| Councilmember Davis voted | _____ |

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION
As Authorized by Section 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Hawkeye Industries, Inc.

PHYSICAL ADDRESS 1126 North Eason Drive, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing

PRODUCT/SERVICE Sheet metal fabrication

LOCATION – COUNTY Lee **CITY** Tupelo

DATE OF COMPLETION 12-31-2015 **YEARS REQUESTED** 10

NEW (SECTION 27-31-101) **EXPANSION (SECTION 27-31-105)** X

NEW JOBS N/A **ESTIMATED PAYROLL** N/A

TRUE VALUE OF PROPERTY EXEMPTED \$842,597.61

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant requests that the Mayor and City Council of The City of Tupelo, Mississippi approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department of Revenue, the Mayor and City Council of The City of Tupelo, Mississippi enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 11th day of May, 2016.

Hawkeye Industries, Inc.

By: Bryan Hawkins
Bryan Hawkins, President

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority, Bryan Hawkins known to me to be the President of Hawkeye Industries, Inc., a Mississippi corporation, who being first duly sworn upon his oath says that he is a person authorized to sign the foregoing Application for Exemption from Ad Valorem Taxes and that the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 11th day of May, 2016.

Rosemary L. Dillard
NOTARY PUBLIC

My Commission Expires:

11-15-19

(SEAL)

Document prepared by:

Gregory D. Pirkle, MS Bar No. 4269
Phelps Dunbar LLP
P.O. Box 1220
Tupelo, MS 38802-1220
(662) 842-7907



Exhibit A

General Information

Applicant Name: Hawkeye Industries, Inc.
Location: 1126 North Eason Drive, Tupelo, MS 38801
Type of Business: Sheet metal fabrication
Number of Projected
New Jobs: N/A
Estimated Annual Payroll: N/A
Owner of Land: Bryan Hawkins
Owner of Improvements: Hawkeye Industries, Inc.
Applicant Contact Person
Name: Bryan Hawkins
Mailing Address: 1126 North Eason Drive
Tupelo, MS 38801
Phone Number: 662-842-3333
Fax Number: 662-842-3664
E-mail: bryan@hawkeye.ws

Exemption Request of Real Property

Improvement Description: Building Renovations
Improvement Value as of Completion Date: \$32,019.84
Completion Date: Within the year ending 12/31/15

| Exemption Request of Personal Property | | |
|---|---------------------|--|
| Description of Personal Property | | |
| See Attachment A | \$810,577.77 | Within the year ending 12/31/15 |
| | | |
| Total Value of Property Exempted | \$842,597.61 | |

Attachment A

Exemption Request of Personal Property

| Description of Machinery & Equipment | Acquisition Cost | Year of Acquisition |
|---|-------------------------|----------------------------|
| Network Server Upgrade | 12,410.40 | 2015 |
| General Press Brake Tools | 6,457.14 | 2015 |
| GP Punch Tooling | 2,360.00 | 2015 |
| Thread Loop Punch Form Tool | 2,734.43 | 2015 |
| TruPunch 5000-1600 | 760,362.88 | 2015 |
| Waste Baler | 5,998.20 | 2015 |
| Laser Slat Cleaner | 6,333.84 | 2015 |
| Rotary Welding Positioners (2) | 3,917.50 | 2015 |
| Huth Expander Cell | 8,141.43 | 2015 |
| Bridgeport Vertical Mill | 1,861.95 | 2015 |
| Subtotal Value of Machinery & Equipment | \$810,577.77 | 2015 |
| | | |
| Description of Raw Materials: | | |
| Raw Materials (\$356,141.00 total raw materials in 2015, less \$47,983.49 exempt under 2013 exemption good through 2023, less 310,542.51 exempt under 2014 exemption good through 2024) | \$0.00 | |
| Subtotal Raw Materials | \$0.00 | |
| | | |
| Description of Work in Progress: | | |

| | | |
|--|---------------------|--|
| Work in Progress (\$56,892.00 total raw materials in 2015, less \$19,229.00 exempt under 2009 exemption good through 2019, less \$91,623.00 exempt under 2014 exemption good through 2024) | \$0.00 | |
| Subtotal Work in Progress | \$0.00 | |
| | | |
| Total Personal Property | \$810,577.77 | |

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value
 Assessment % 15.00%

School Tax Millage 64.10
 City Tax Millage 32.47

| <u>Company</u> | <u>Council Meeting Date</u> | <u>True Value of Property to Be Exempted</u> | <u>Assessed Value of Exemption</u> | <u>Annual School Tax Generated</u> | <u>Annual City Taxes Exempted</u> | <u>Expiration Date</u> |
|---------------------|-----------------------------|--|------------------------------------|------------------------------------|-----------------------------------|------------------------|
| Hawkeye Industries | 6/21/2016 | 842,597.61 | 126,389.64 | 8,101.58 | 4,103.87 | 12/30/26 |
| Grand Totals | | <u>842,597.61</u> | <u>126,389.64</u> | <u>8,101.58</u> | <u>4,103.87</u> | |

8.4

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
LEGGETT & PLATT COMPANY, INC. #0341**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO LEGGETT & PLATT COMPONENTS
COMPANY, INC. #0341 AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ.,
AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Leggett & Platt Components Company, Inc. #0341, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Leggett & Platt Components Company Inc. #0341 has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, the initial request was not timely made; however, this Council finds that subsequent request has been made pursuant to Miss. Code Anno. Sec. 27-31-101 (1); and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Leggett & Platt Components Company, Inc. #0341 is entitled to the exemption sought for a period of nine (10) years beginning on January 1, 2016 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett & Platt Components Company, Inc. #0341 for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.
2. That Leggett & Platt Components Company, Inc. #0341 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.
3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

MAIL

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0341

PHYSICAL ADDRESS 115 N. Industrial Road, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$518,176.27

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 18 day of May, 2016.

Leggett & Platt Components Company, Inc. #0341
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Director-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 18th day of
May, 2016.

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires
8/4/16
(SEAL)

RHONDA KAY CRAIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: August 04, 2016
Commission Number: 12379298

EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0341
115 N. INDUSTRIAL ROAD
TUPELO, MS 38801

| | |
|-----------------------|--------------------------|
| MACHINERY & EQUIPMENT | 366,855.41 |
| INVENTORY | 140,017.00 |
| OFFICE EQUIPMENT | <u>11,303.86</u> |
| TOTAL | <u>518,176.27</u> |

**NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.**

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET NUMBER | DESCRIPTION | COST |
|----------------------------------|--|--------------------------|
| MACHINERY & EQUIPMENT | | |
| 317643000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.75 |
| 323030000002 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.75 |
| 340906000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.75 |
| 340907000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 365391000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 372335000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 365392000002 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 372519000002 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 372520000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 373319000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 384291000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 387670000001 | BLUE SAFETY LIGHTS FOR FORKLIFT | 585.74 |
| 414656 | JUKI LU2210N7 SEWING MACHINE | 5,315.72 |
| 414657 | JUKI LU2210N7 SEWING MACHINE | 5,315.71 |
| 414658 | JUKI LU2210N7 SEWING MACHINE | 5,315.71 |
| 414659 | JUKI LU2210N7 SEWING MACHINE | 5,315.71 |
| 415069 | LAMINATOR | 58,271.00 |
| 415070 | RACKING SYSTEM | 18,570.63 |
| 415154 | TE32C FULL TAPE EDGE MACHINE | 29,080.60 |
| 415582 | LAMINATOR WITH SLITTER | 128,097.86 |
| 415583 | WAREHOUSE RACKING | 9,416.75 |
| 415584 | 2011 TOYOTA FORKLIFT 7FBCU18 4 | 11,505.66 |
| 415585 | 2011 TOYOTA FORKLIFT 7FBCU18 4 | 11,505.66 |
| 415586 | BT24 085 13 1 FORKLIFT BATTERY | 4,645.66 |
| CIP PIS 150484 | BED LINE EXPANSION | 37,271.83 |
| CIP PIS 150996 | BED LINE EXPANSION II | 30,198.00 |
| | TOTAL MACHINERY & EQUIPMENT | <u>366,855.41</u> |
| OFFICE EQUIPMENT | | |
| CIP PIS 151201 | DELL POWEREDGE T630 | 8,738.00 |
| 414642 | HP LASERJET 600 PRINTER | 1,282.93 |
| 414643 | HP LASERJET 600 PRINTER | 1,282.93 |
| | TOTAL OFFICE EQUIPMENT | <u>11,303.86</u> |
| INVENTORY | | |
| | INVENTORY - RAW MATERIALS INCREASE FROM PRIOR YEAR | <u>140,017.00</u> |
| | TOTAL INVENTORY-RAW MATERIALS | <u>140,017.00</u> |
| | TOTAL VALUE OF PROPERTY | <u><u>518,176.27</u></u> |

ASSET CIP PIS 140084 CORONODO EXPANSION WAS INCLUDED IN THE 2015 EXEMPTION BUT HAS BEEN SUBSEQUENTLY DIVIDED INTO SEPARATE ASSETS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE 2015 EXEMPTION :

| | | |
|--------|-------------------------------|------------------|
| 414725 | JUKI LU2210N7 MACHINE | 18,655.70 |
| 414726 | 50" CONVEYOR X 54" | 9,622.20 |
| 414727 | REBUILT JUKI LU2210N-7 | 2,537.50 |
| 414728 | HI SPEED BORDER MACHING 35068 | 31,551.82 |
| 414729 | TABLES | 531.23 |
| 414730 | ELECTRICAL WIRING | 6,241.62 |
| 414731 | FEEDRAIL | 2,320.00 |
| 414732 | EASTMAN BLUE STREAK 8 | 2,263.19 |
| 414733 | MESH TASK CHAIRS (5) | 1,047.50 |
| | | <u>74,770.76</u> |

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2015 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE 2015 EXEMPTION:

| | | |
|--------|--|---------------|
| 414236 | JUKI LU2260N-7 SC922 SEWING MACHINE WI | 83.55 |
| 414730 | ELECTRICAL WIRING | 13.86 |
| 414731 | FEEDRAIL | 34.80 |
| 414732 | EASTMAN BLUE STREAK 8" | 33.95 |
| 586446 | DELL LATITUDE E6530 | 36.38 |
| | | <u>202.54</u> |

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

| | |
|---------------------|---------------|
| True Property Value | |
| Assessment % | <u>15.00%</u> |
| School Tax Millage | <u>64.10</u> |
| City Tax Millage | <u>32.47</u> |

| Company | Council Meeting Date | True Value of Property to Be Exempted | Assessed Value of Exemption | Annual School Tax Generated | Annual City Taxes Exempted | Expiration Date |
|-------------------------|----------------------|---------------------------------------|-----------------------------|-----------------------------|----------------------------|-----------------|
| Leggett & Platt Company | 6/21/2016 | 1,656,341.10 | 248,451.17 | 15,925.72 | 8,067.21 | 12/30/26 |
| Leggett & Platt Company | 6/21/2016 | 742,928.99 | 111,439.35 | 7,143.26 | 3,618.44 | 12/30/26 |
| Leggett & Platt Company | 6/21/2016 | 518,176.27 | 77,726.44 | 4,982.26 | 2,523.78 | 12/30/26 |
| Grand Totals | | <u>2,917,446.36</u> | <u>437,616.95</u> | <u>28,051.25</u> | <u>14,209.42</u> | |

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
LEGGETT & PLATT COMPANY, INC. #0011**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT & PLATT COMPONENTS COMPANY, INC. #0011** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO LEGGETT & PLATT COMPONENTS
COMPANY, INC. #0011 AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ.,
AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Leggett & Platt Components Company, Inc. #0011, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Leggett & Platt Components Company Inc. #0011 has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, the initial request was not timely made; however, this Council finds that subsequent request has been made pursuant to Miss. Code Anno. Sec. 27-31-101 (1); and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Leggett & Platt Components Company, Inc. #0011 is entitled to the exemption sought for a period of nine (10) years beginning on January 1, 2016 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett & Platt Components Company, Inc. #0011 for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.

2. That Leggett & Platt Components Company, Inc. #0011 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #0011

PHYSICAL ADDRESS 1961 South Green Street, Tupelo, MS 38804

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture Components

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$1,656,341.10

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 1st day of May, 2016.

Leggett & Platt Components Company, Inc. #0011
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Director-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 19th day of
May, 2016.

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires

8/4/16
(SEAL)

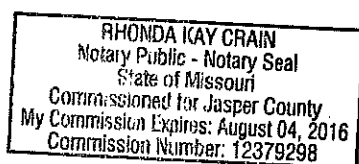


EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC. #0011
1961 SOUTH GREEN STREET
TUPELO, MS 38804

| | |
|-----------------------|----------------------------|
| MACHINERY & EQUIPMENT | 1,630,621.96 |
| OFFICE EQUIPMENT | 6,139.14 |
| INVENTORY | <u>19,580.00</u> |
| TOTAL | <u><u>1,656,341.10</u></u> |

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET NUMBER | DESCRIPTION | COST |
|----------------------------------|---|-----------------------------------|
| MACHINERY & EQUIPMENT | | |
| 317683 | AUTOCLIP 100173-10-96 | 31,765.30 |
| 318950 | CLIP TABLE, ROTATING | 400.00 |
| 375672 | CLIP TABLE, ADJUSTABLE | 1,101.33 |
| 390489 | L&P AUTO CLIP #2 BONN UPGRADE | 28,777.88 |
| 372057 | SPUHL MACHINE - CS 420Z #180 | 340,903.30 |
| 373426 | SPUHL CS420Z BONNELL MACHINE | 220,654.45 |
| 386229 | SPUHL BONNELL CS420Z | 335,255.08 |
| 387969 | SPUHL CS420Z MACHINE, #273 | 362,593.28 |
| 388674 | FLIP TABLE | 2,791.90 |
| 390834 | SPUHL MACHINE #305 CS-420ZV | 290,878.77 |
| 372057000002 | SURGE SUPPRESSOR FOR SPUHL #18 | 1,606.74 |
| 387969000002 | SURGE SUPPRESSOR FOR SPUHL #27 | 1,606.74 |
| 390834000002 | SURGE SUPPRESSOR FOR SPUHL #30 | 1,606.75 |
| 372057000003 | CONVERSION TO AC COILS | 10,680.44 |
| | TOTAL MACHINERY & EQUIPMENT | <u>1,630,621.96</u> |
| OFFICE EQUIPMENT | | |
| 415339 | RF GUN SN S1516300502813 | 2,783.95 |
| 415340 | RF GUN SN S1516300502838 | 2,783.94 |
| 578852 | OPTIPLEX 580 JC23RL1-CBW00242 | 571.25 |
| | TOTAL OFFICE EQUIPMENT | <u>6,139.14</u> |
| INVENTORY | INVENTORY - RAW MATERIALS INCREASE FROM PRIOR YEAR | <u>19,580.00</u> |
| | TOTAL INVENTORY-RAW MATERIALS | <u>19,580.00</u> |
| | TOTAL VALUE OF PROPERTY | <u><u>1,656,341.10</u></u> |

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value
Assessment %

15.00%

School Tax Millage
City Tax Millage

64.10

32.47

| Company | Council Meeting Date | True Value of Property to Be Exempted | Assessed Value of Exemption | Annual School Tax Generated | Annual City Taxes Exempted | Expiration Date |
|-------------------------|----------------------------|---|-----------------------------------|-----------------------------------|----------------------------------|--------------------|
| Leggett & Platt Company | 6/21/2016 | 1,656,341.10 | 248,451.17 | 15,925.72 | 8,067.21 | 12/30/26 |
| Leggett & Platt Company | 6/21/2016 | 742,928.99 | 111,439.35 | 7,143.26 | 3,618.44 | 12/30/26 |
| Leggett & Platt Company | 6/21/2016 | 518,176.27 | 77,726.44 | 4,982.26 | 2,523.78 | 12/30/26 |
| Grand Totals | | <u>2,917,446.36</u> | <u>437,616.95</u> | <u>28,051.25</u> | <u>14,209.42</u> | |

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
LEGGETT & PLATT COMPANY, INC. #4201**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **LEGGETT & PLATT COMPONENTS COMPANY, INC. #4201** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO LEGGETT & PLATT COMPONENTS
COMPANY, INC. #4201 AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ.,
AND 27-31-105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Leggett & Platt Components Company, Inc. #4201, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Leggett & Platt Components Company Inc. #4201 has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, the initial request was not timely made; however, this Council finds that subsequent request has been made pursuant to Miss. Code Anno. Sec. 27-31-101 (1); and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Leggett & Platt Components Company, Inc. #4201 is entitled to the exemption sought for a period of nine (10) years beginning on January 1, 2016 subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Leggett & Platt Components Company, Inc. #4201 for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.
2. That Leggett & Platt Components Company, Inc. #4201 is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.
3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted _____

Councilmember L. Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Palmer voted _____

Councilmember M. Bryan voted _____

Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2016.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2016 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc. #4201

PHYSICAL ADDRESS 2071 S. Green Street, Tupelo, MS 38801

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Furniture Components

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION December 31, 2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$742,928.99

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 19 day of May, 2016.

Leggett & Platt Components Co., Inc. #4201
Applicant (Name of Taxpayer)

By: Diane Burghart

Title: Diane Burghart, Director-Domestic Tax

ATTEST:

SWORN TO AND SUBSCRIBED before me this the 19th day of May 2016.

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires 8/4/16

[SEAL]

RHONDA KAY CRAIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: August 04, 2016
Commission Number: 12379298

EXHIBIT A

L&P MISSISSIPPI MANUFACTURING, INC. #4201
2071 S. GREEN ST.
SALTILLO, MS 38801

| | |
|-----------------------|--------------------------|
| MACHINERY & EQUIPMENT | 584,707.89 |
| TOOLS & DIES | 147,627.71 |
| OFFICE EQUIPMENT | 10,593.39 |
| | <hr/> |
| TOTAL | <u><u>742,928.99</u></u> |

NOTE: A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1.

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET NUMBER | DESCRIPTION | COST |
|----------------------------------|--|-------------------|
| MACHINERY & EQUIPMENT | | |
| 034957 | PRESS #74 FLYWHEEL GUARD | 1,150.34 |
| 306424000002 | CLUTCH ASSMBLY 200 TON VERNON | 5,486.54 |
| 337063000001 | AXIS CONTROL BOARD | 2,678.48 |
| 394448000002 | HYDRAULIC PUMP ASSEMBLY | 2,104.26 |
| 413874000001 | VERNON GAP FRAME PRESS 150T | 1,526.70 |
| 414619 | SEAM ORIENTATION STAND 280/6 | 32,417.48 |
| 414667 | USED & RECONDITIONED EPU/WELD | 28,631.33 |
| 414668 | EPU ROLLS FOR RMTS EPU | 13,499.50 |
| 414690 | IND POWERED VEHICLE SAFETY LIG | 2,199.53 |
| 414691 | IND POWERED VEHICLE SAFETY LIG | 2,264.70 |
| 414692 | LED SAFETY LIGHT BLUE 11 | 1,344.15 |
| 414723 | WELDER FOR ROBOT 10 803.884945 | 11,215.75 |
| 414724 | CONTROLS ANALOG TO ARCLINK | 4,516.75 |
| 414734 | STRETCH WRAP MACHINE ORION LOW | 2,791.25 |
| 414735 | STRETCH WRAP MACHINE ARPAC ROT | 2,791.25 |
| 414736 | FLEX-5P TOOL E1165 | 1,674.75 |
| 414737 | FLEX- 5P TOOL E1166 | 1,674.75 |
| 414738 | DOUBLE UNCOILER SN 3465-66 | 4,922.58 |
| 414739 | SPINDLE AXIS EGC-120-2500 | 5,580.15 |
| 414747 | 1000 PCA 0M01 9071 CARTER THER | 88,917.00 |
| 414748 | 1250 SLE SSA1 14447 SLEEVES | 115,693.75 |
| 414749 | 1050 EX3 18DP HOBART CHARGER | 3,296.72 |
| 414750 | 680EC3-24P/S HOBART CHARGER | 2,733.40 |
| 414753 | 18 CELL LP KIT | 190.82 |
| 414754 | 18 CELL LP KIT | 190.82 |
| 414755 | 36 VOLT BID MODULE | 253.75 |
| 414756 | 36 VOLT BID MODULE | 253.75 |
| 414760 | 1300 VACUUM PUMP CM500 750 | 3,277.54 |
| 414761 | 1050EC3 HOBART CHARGER 214CS21 | 3,150.55 |
| 414762 | 1050EC3 HOBART CHARGER 214CS21 | 3,150.55 |
| 414763 | TUP 1934304-00 36 VBIID MODULE | 208.08 |
| 414764 | TUP 1934304-00 36 VBIID MODULE | 208.08 |
| 414766 | TUP K1800TB4B 18 CELL LP KIT | 403.95 |
| 414767 | 422497 PNSC 2 34 COMBINATION T | 3,045.00 |
| 414824 | 3 RANUC RV REDUCER | 16,412.55 |
| 414825 | ROBOT TEACH PENDANT | 1,464.33 |
| 415001 | TOYOTA LIFT TRUCK MODEL #7FBCU | 14,920.50 |
| 415002 | ABBEE ETNA TUBE MILL SN 329 | 76,125.00 |
| 415165 | TN13772 LIFT LOCK | 18,002.32 |
| 415166 | 1300 VACUUM PUMP | 3,074.57 |
| 415335 | SMARTPAC 2 W/O RESOLVER 967900 | 5,388.60 |
| 415336 | #1 AUTO WELDER | 9,220.13 |
| 415502 | INTELLIFLOW VALVE IR BP BV 4.0 | 6,252.40 |
| 307068000009 | REPAIR 10 TON SOUTH CRANE | 15,143.80 |
| 307068000008 | REPAIR CRANE-OSHA MANDATED | 3,457.97 |
| 399334000004 | CT36192TLH TUMBLER TUB REPAIR | 34,354.40 |
| 414751 | DEKA BATTERY 18D85 25 | 5,850.46 |
| 414752 | DEKA BATTERY 18D85 25 | 5,850.46 |
| 414759 | BATTERY AND CHARGER 18D8523 | 5,417.06 |
| 414765 | BATTERY AND CHARGER 18D8523 | 5,417.06 |
| 414825000001 | REPAIR TO TEACH PENDANT | 1,765.78 |
| 415000 | BXT2-16 BATTERY POWERED COMBO | 3,146.50 |
| | TOTAL MACHINERY & EQUIPMENT | 584,707.89 |
| TOOLS & DIES | | |
| 375385 | PRESS #74 DIE PROTECTION UNIT | 4,318.82 |
| 413875000001 | BEST CRAFT RAIL DIE 13762 | 4,558.94 |

SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

| ASSET NUMBER | DESCRIPTION | COST |
|--------------------------------|--------------------------------|-------------------|
| 414669 | TN 13725 FOOT REST PAN | 44,761.50 |
| 414670 | TN 13726 FOOT REST PAN LOVE SE | 5,919.86 |
| 414671 | TN 13764 PAN END ANGLE | 14,235.41 |
| 414672 | TN 13763 CYLINDER MOUNT BRACKE | 16,476.87 |
| 414673 | TEE-2980 #1 FOOT REST PAN ASSY | 3,298.75 |
| 414674 | TEE-2980 #2 FOOT REST PAN ASSY | 3,298.75 |
| 414907 | TN 13767 DIE | 37,716.06 |
| 415600 | 1 IN SQUARE TOOLING-COMPLETE S | 13,042.75 |
| TOTAL TOOLS & DIES | | 147,627.71 |
| OFFICE EQUIPMENT | | |
| 576880 | DELL OPTIPLEX 740 | 1,043.65 |
| 414908 | CUBE PRO 3D PRINTER | 3,739.65 |
| 587893 | DELL PRECISION TOWER 7910 | 5,810.09 |
| TOTAL OFFICE EQUIPMENT | | 10,593.39 |
| TOTAL VALUE OF PROPERTY | | 742,928.99 |

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2015 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE PPIN 012866:

MACHINERY & EQUIPMENT

| | | |
|--|------------------------------------|-----------------|
| 413874 | VERSON GAP FRAME PRESS 150T | (229.56) |
| 413842 | MODEL 500 NIBBLER | (0.01) |
| 413839 | POWER WAVE 450 WELDING POWER SUPPL | 5.90 |
| 401693000003 | REPAIR CHAIN AND TROLLEY CONVEYOR | 11.70 |
| 413837 | ROBOTIC WELD HEAD ABB | 13.71 |
| 413838 | LEMS STORM ALERT SYSTEM | 228.99 |
| 413831 | FIRE DETECTION | 266.62 |
| 413830 | BOOTH CANOPY | 703.90 |
| TOTAL MACHINERY & EQUIPMENT | | 1,001.25 |

TOOLS & DIES

| | | |
|-------------------------------|---------------------------|-------------|
| 413824 | MOTOR MOUNTING BRACKET | 2.90 |
| 413823 | G30 POWER CHASSIS TOOLING | 4.50 |
| TOTAL TOOLS & DIES | | 7.40 |

PPIN 012866 GRAND TOTAL

1,008.65

THE FOLLOWING ASSETS ARE INCLUDED IN THE 2014 EXEMPTION BUT HAD SUBSEQUENT COST ADJUSTMENTS DURING 2015. PLEASE INCLUDE THE FOLLOWING COST ON THE PPIN 012460:

MACHINERY & EQUIPMENT

| | | |
|--|-----------------------|-------------------|
| 411665 | TUBE MILL | (735.39) |
| 411667 | TUBE MILL ACCELERATOR | (766.25) |
| TOTAL MACHINERY & EQUIPMENT | | (1,501.64) |

PPIN 012460 GRAND TOTAL

(1,501.64)

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value
Assessment % 15.00%

School Tax Millage 64.10
City Tax Millage 32.47

| <u>Company</u> | <u>Council Meeting Date</u> | <u>True Value of Property to Be Exempted</u> | <u>Assessed Value of Exemption</u> | <u>Annual School Tax Generated</u> | <u>Annual City Taxes Exempted</u> | <u>Expiration Date</u> |
|-------------------------|-----------------------------|--|------------------------------------|------------------------------------|-----------------------------------|------------------------|
| Leggett & Platt Company | 6/21/2016 | 1,656,341.10 | 248,451.17 | 15,925.72 | 8,067.21 | 12/30/26 |
| Leggett & Platt Company | 6/21/2016 | 742,928.99 | 111,439.35 | 7,143.26 | 3,618.44 | 12/30/26 |
| Leggett & Platt Company | 6/21/2016 | 518,176.27 | 77,726.44 | 4,982.26 | 2,523.78 | 12/30/26 |
| Grand Totals | | <u>2,917,446.36</u> | <u>437,616.95</u> | <u>28,051.25</u> | <u>14,209.42</u> | |

8.5

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES TO
COOPER TIRE & RUBBER COMPANY**

The City Council of the City of Tupelo, Mississippi next took up for consideration the matter of granting tax exemption from ad valorem taxes to **COOPER TIRE & RUBBER COMPANY** and the following Resolution, having first been reduced to writing was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN (10) YEARS TO COOPER TIRE & RUBBER
COMPANY, AS AUTHORIZED BY SECTIONS 27-31-101, ET SEQ., AND 27-31-
105, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Cooper Tire and Rubber Company, filed in triplicate with this Council its application for exemption from ad valorem taxation; and

WHEREAS, Cooper Tire & Rubber Company has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the completion date of the addition to or expansion of the facility or property or replacement of equipment; and

WHEREAS, this Council finds as a fact that the property described in the aforesaid application constitutes an addition to or replacement of property and equipment of an industrial enterprise of public utility which was completed within the year ending December 31, 2015, and that Cooper Tire & Rubber Company is entitled to the exemption sought for a period of ten (10) years beginning on January 1, 2016, subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Tupelo, Mississippi as follows:

1. That the Application for ad valorem tax exemption by Cooper Tire & Rubber Company. for a period of ten (10) years, beginning January 1, 2016 on the property described in the application filed by the company for tax exemption, be and the same is hereby approved subject to approval and certification by the Mississippi Tax Commission.

2. That Cooper Tire & Rubber Company is hereby granted tax exemption on ad valorem taxes, except State and School District ad valorem taxation for a period of ten (10) years beginning on January 1, 2016.

3. That the Clerk of this Council be, and she is hereby directed to spread a copy of this Resolution on the minutes of this Council; and that the Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving the Application to the Mississippi State Tax Commission for its approval and certification; and the Clerk shall also forward one certified copy to the Tax Assessor of Lee County, Mississippi and obtain the Certificate of the Tax Assessor stating that the property as itemized in the Application has been placed on the appropriate tax roll as "Non-Taxable", except for State and School District ad valorem taxes, for the duration of the exemption period only.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember L. Bryan voted _____

Councilmember M. Bryan voted _____

Councilmember Davis voted _____

Councilmember Jennings voted _____

Councilmember Beard voted _____

Councilmember Palmer voted _____

Councilmember Whittington voted _____

The motion having received the affirmative vote of a majority of the members present,
the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular
meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

CERTIFICATE OF TUPELO, MISSISSIPPI CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF LEE

I, Kim Hanna, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the City Council of Tupelo, Mississippi, duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, 2016

This, the _____ day of _____, 2015.

KIM HANNA, CFO/CITY CLERK

(SEAL)

CERTIFICATE OF TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF LEE

I, _____, Tax Assessor of Lee County,
Mississippi do hereby certify that the above and foregoing property was entered on the
“State Tax Only” or other appropriate tax roll on the _____ day of
_____, 2015 at _____ o’clock a.m. / p.m., for a period of ten (10) years
each from and after the _____ day of _____, 2016.

This, the _____ day of _____, 2016.

LEE COUNTY TAX ASSESSOR

(SEAL)



COOPER TIRE & RUBBER COMPANY
701 Lima Avenue • Findlay, OH, 45840 • 419.423.1321

May 31, 2016

City Council, City of Tupelo
City Clerk
117 North Broadway Street
Tupelo, MS 38802

Re: 2015 Applications for Exemption from Ad Valorem Taxes

Dear Sir/Madam:

Please find the enclosed four sets of the applications for exemption from Ad Valorem taxes for Cooper Tire & Rubber Company covering our operations in Tupelo. In addition, we are enclosing the appropriate resolutions granting such exemptions.

The Application for Exemption from Ad Valorem for a period of ten years as authorized by Section 27-31-101 lists under Exhibit "A" the 2015 equipment additions and the real property improvements.

We have also enclosed a self-addressed, stamped envelope for you to return a copy of the final order granting exemption from Ad Valorem taxes as approved by the Mississippi State Tax Commission.

If you have any questions or need additional information, please do not hesitate to contact me at (419) 420-6257.

Sincerely,

Amy Harshman
Tax Analyst

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Cooper Tire + Rubber Company

PHYSICAL ADDRESS 1689 S. Green St. Tupelo, MS 38804

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Tires

LOCATION - COUNTY Lee CITY Tupelo

DATE OF COMPLETION 12/31/2015 YEARS REQUESTED 10

NEW (SECTION 27-31-101) ☒ EXPANSION (SECTION 27-31-105) ☒

NEW JOBS 0 ESTIMATED PAYROLL 91,501,564.00

TRUE VALUE OF PROPERTY EXEMPTED 44,322,634.37

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 31st day of May, 20 16

Cooper Tire + Rubber Company
Applicant (Name of Taxpayer)

By:

[Signature]

Title:

Manager, State + Local Taxes

ATTEST:

Amy Hashman

POSITION STATEMENT OF TAX ASSESSOR

TRADE NAME OF APPLICANT: _____

LOCATION: _____ PARCEL # _____

EXEMPTION RELATES TO MISS. CODE OF 1972, SECTION: _____

TYPE OF BUSINESS: _____

FINISHED PRODUCTS ARE: _____

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) _____

UNDER ANY OTHER TRADE NAME? (YES-NO) _____

ANY OTHER LOCATION? (YES-NO) _____

UNDER ANY OTHER OWNERSHIP? _____

NUMBER OF NEW JOBS? _____ ESTIMATED ANNUAL PAYROLL _____

EXEMPTION TO BE ON:

LAND VALUE AS OF COMPLETION DATE: \$ _____

IMPROVEMENT VALUE AS OF COMPLETION DATE: \$ _____

PERSONAL PROPERTY:

FURN. & FIX. VALUE \$ _____

MACH. & EQUIP. VALUE \$ _____

RAW MATERIALS VALUE \$ _____

WORK IN PROCESS VALUE \$ _____

PERSONAL PROPERTY TOTAL AS OF COMPLETION DATE: \$ _____

EXEMPTION TOTAL VALUE AS OF COMPLETION DATE: \$ _____

LAND AND IMPROVEMENTS:

OWNER OF LAND: _____

OWNER OF IMPROVEMENTS: _____

DATE OF IMPROVEMENTS: COMPLETED _____ EXPANDED _____

ANY PRIOR EXEMPTION: _____

YEARS OF EXEMPTION APPLIED FOR: _____ THRU _____

APPLICANT'S REPRESENTATIVE: _____

ADDRESS: _____ PHONE: _____

INVESTIGATED BY: _____

COMMENTS: _____

DATE: _____ TAX ASSESSOR: _____

EXHIBIT "A"
COOPER TIRE & RUBBER COMPANY
TUPELO PLANT AND WAREHOUSE
PROPERTY ACQUIRED IN 2015

| PROPERTY ADDITIONS - ACCOUNT DESCRIPTION | | TRUE VALUE COST 2014 |
|--|---|-------------------------|
| Asset Classification | | |
| 3000 | Machinery & Equipment 5 year - NEW | 230,024.59 |
| | Machinery & Equipment 5 year - REPLACEMENT | 685,063.30 |
| 3010 | Machinery & Equipment 7 year - NEW | 618,998.49 |
| | Machinery & Equipment 7 year - REPLACEMENT | 2,489,132.52 |
| 3020 | Machinery & Equipment 14 year - NEW | 25,153,146.69 |
| | Machinery & Equipment 14 year - REPLACEMENT | 1,324,472.42 |
| | TOTAL MACHINERY AND EQUIPMENT | 30,500,838.01 |
| 3300 | Inside Factory Trucks 3 yrs - NEW | - |
| | Inside Factory Trucks 3 yrs - REPLACEMENTS | - |
| 3310 | Inside Factory Trucks 5 yrs - NEW | - |
| | Inside Factory Trucks 5 yrs - REPLACEMENTS | - |
| | TOTAL INSIDE FACTORY TRUCKS | - |
| 3400 | Storage Equipment (Racks & Skids) - NEW | - |
| | Storage Equipment (Racks & Skids) - REPLACEMENT | - |
| | TOTAL STORAGE EQUIPMENT (RACKS AND SKIDS) | - |
| 4000 | Molds - Tires - NEW | 6,753,514.77 |
| | Molds - Tires - REPLACEMENT | - |
| 4100 | Molds - Tire segments containers - NEW | 780,147.53 |
| | Molds - Tire segments containers - REPLACEMENT | - |
| 4200 | Molds - Tubes - NEW | - |
| | Molds - Tubes - REPLACEMENT | - |
| 4300 | Molds - Bladder - NEW | - |
| | Molds - Bladder - REPLACEMENT | - |
| | TOTAL MOLDS | 7,533,662.30 |
| 5000 | Furniture & Fixtures - NEW | - |
| | Furniture & Fixtures - REPLACEMENT | - |
| | TOTAL FURNITURE & FIXTURES | - |
| 6000 | Office Equipment - NEW | - |
| | Office Equipment - REPLACEMENT | 176,378.24 |
| 6100 | Computer Hardware - NEW | 63,463.71 |
| | Computer Hardware - REPLACEMENT | - |
| 6200 | Computer Software - NEW | 662,878.41 |
| | Computer Software - REPLACEMENT | - |
| | TOTAL OFFICE EQUIPMENT | 902,720.36 |
| 7000 | Outside Factory Trucks 4 yrs - NEW | - |
| | Outside Factory Trucks 4 yrs - REPLACEMENTS | 23,947.72 |
| | TOTAL OTHER | 23,947.72 |
| 7300 | Air Conditioner Equipment 5 yrs - NEW | - |
| | Air Conditioner Equipment 5 yrs - REPLACEMENT | 152,496.02 |
| 7310 | Air Conditioner Equipment 10 yrs - NEW | 1,616,023.16 |
| | Air Conditioner Equipment 10 yrs - REPLACEMENT | 1,380,262.92 |
| | TOTAL AIR CONDITIONERS | 3,148,782.10 |
| | TOTAL EQUIPMENT AND OFFICE FURNITURE | 42,109,950.49 |
| | LESS TOTAL EQUIPMENT AND OFFICE FURNITURE - REPLACEMENTS | 4,883,333.00 |
| | GRAND TOTAL EQUIPMENT AND OFFICE FURNITURE - NEW | 37,226,617.49 |
| 1100 | Land Improvements 10 yrs | - |
| 1110 | Land Improvements 20 yrs | - |
| 2000 | Buildings | 75,134.02 |
| 2100 | Building Improvements | 2,137,549.86 |
| | TOTAL LAND, BUILDINGS, AND BUILDING IMPROVEMENTS | 2,212,683.88 |
| | TOTAL 2015 ADDITIONS | 44,322,634.37 |

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of June 21, 2016

True Property Value
Assessment %

15.00%

School Tax Millage
City Tax Millage

64.10

32.47

| <u>Company</u> | <u>Council Meeting Date</u> | <u>True Value of Property to Be Exempted</u> | <u>Assessed Value of Exemption</u> | <u>Annual School Tax Generated</u> | <u>Annual City Taxes Exempted</u> | <u>Expiration Date</u> |
|--------------------------|-----------------------------|--|------------------------------------|------------------------------------|-----------------------------------|------------------------|
| Cooper Tire & Rubber Co. | 6/21/2016 | 44,322,634.37 | 6,648,395.16 | 426,162.13 | 215,873.39 | 12/30/26 |
| Grand Totals | | <u><u>44,322,634.37</u></u> | <u><u>6,648,395.16</u></u> | <u><u>426,162.13</u></u> | <u><u>215,873.39</u></u> | |